

**REQUEST FOR PROPOSALS
TO
DESIGN AND CONSTRUCT
THE
I-70 MAINLINE AT PLAINFIELD PROJECT
THROUGH A
PROGRESSIVE DESIGN-BUILD AGREEMENT
A PROJECT OF THE
INDIANA DEPARTMENT OF TRANSPORTATION**



REQUEST FOR PROPOSALS

RFP #: 2602

DRAFT 1 ISSUED: September 3, 2026

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ATTACHMENTS

Attachment A Form of Agreement

FORMS

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Form B	Proposer and Identified Contractor Certification
Form C	Identified Contractors
Form D	Proposer Questions
Form E	Form of Commitment Letter
Form F	Prequalification Identification
Form G	Reserved
Form H	EDMS Access Form
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SECTION 1 INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

This Request for Proposals (“RFP”) is issued by the Indiana Department of Transportation (the “Department”) to seek competitive proposals (individually, a “Proposal” and collectively, “Proposals”) for a progressive design-build project through a progressive design build agreement (“Progressive Design-Build Agreement”, or “Agreement. Upon execution, the Agreement will provide that the Apparent Selected Proposer¹ (as defined in Section 5.6 (*Final Scoring and Announcement*)) and such party upon execution of the Agreement being the “Progressive Contractor” shall develop, design, and potentially construct the I-70 Mainline at Plainfield project (the “Project”). The entity desiring to enter into the Agreement (individually, a “Proposer” and collectively, “Proposers”) is invited to submit a Proposal. The Proposer shall comply with the requirements set forth within this RFP during the procurement. The Proposer shall also take into consideration the Project goals identified in Section 1.3 (*Project Goals*) in drafting its Proposal.

It is anticipated that the Proposer will include, as part of its team, the Lead Contractor, Lead Designer, Key Personnel Firms, and any entities required for the team to meet the Project prequalification requirements described in Section 3.5 (*Department Prequalification*) (such parties, together with any other firms listed on Form C (*Identified Contractors*), being the “Identified Contractors”).

All times in this RFP are Eastern Time. Capitalized terms and acronyms not otherwise defined herein are defined in Agreement Exhibit A (*Definitions and Submittals*).

1.1.1 Procurement Method

The Department intends to use a single step with interview procurement method to select the Progressive Contractor. The Department reserves the right to modify the procurement to comply with applicable Law or address the best interests of the Department and the State of Indiana, including canceling the procurement at any time.

1.1.2 Progressive Design-Build

Progressive Design-Build (“PDB”) is an alternative contracting method in which design and construction are delivered under a single, two-phase agreement with the Department. The two-phase agreement consists of a Preconstruction Phase and a Construction Phase. If the Department determines that the Progressive Contractor has been successful in meeting the goals of the project, the Progressive Contractor will be given an opportunity to construct it. During the Preconstruction Phase, the Progressive Contractor shall share pricing information with the Department to facilitate price discussions and to help ensure the Department is receiving a fair price for the work to deliver the project as designed. The Department will use an Independent Cost Estimator (“ICE”) to evaluate the Progressive Contractor’s “Cost Model” and “Pricing Milestone Estimates” (“PME”). If the Department is satisfied with the performance of the Progressive Contractor, its approach to building the project, and the price, then the Department would award the construction of the Project through execution of the “Construction Phase Amendment” along with the Pricing Package Amendment(s) with the Progressive Contractor, capturing the price and finalizing

¹ Note that the Progressive Contractor is the “CMGC” as defined under IC § 8-23-9.5.2.

other terms and conditions for project delivery. If the Department is not satisfied, the Department will have the right to terminate the progressive design-build agreement.

Agreement Exhibit B (*Preconstruction Phase Compensation Cap and Initial Scope*) outlines potential services to be performed during the Preconstruction Phase of the Project. The scope of work for Preconstruction Phase services will be negotiated with each Preconstruction Phase Amendment, see Agreement Section 2.1 (*Preconstruction Phase*) for additional information.

For purposes of IC § 8-23-9.5(16)(a)(9) and (6), the “GMP” is the aggregate of Preconstruction Phase Work and, if the Department elects to pursue construction of the Project, the Pricing Package Amendments.

1.2 RFP Documents

1.2.1 Documents Comprising the RFP

The RFP consists of these instructions to Proposers and the attachments and forms, as well as the form of Progressive Design-Build Agreement (including its exhibits and attachments), attached as Attachment A (*Form of Agreement*).

1.2.2 RFP Amendments

The Department reserves the right to revise, modify, or change the RFP and procurement at any time before the Proposal Due Date (as set forth in Section 1.5 (*Procurement Schedule*)) or as described in Section 4.1 (*General Submittal and Format Requirements*) (each an “RFP Amendment”).

1.2.3 Reference Information Documents

Additional information that may prove helpful to the Proposer in understanding the Project will be made available from time to time as Reference Information Documents (“RIDs”) or RIDs updates. The Department has not determined whether any documents included in the RIDs are accurate, complete, or pertinent. The RIDs are provided for information only and are not currently envisioned to become part of the Agreement.

1.3 Project Goals

The Department has identified the following goals for the Project:

- (1) Deliver the greatest overall project value by balancing cost, schedule, and risk within established funding and programmatic constraints.
- (2) Encourage innovation within the parameters of what’s been designed-to-date as part of the NEPA and preliminary design.
- (3) Prioritize construction packages to replace I-70 pavement with interchange work if funding is available and Added Travel Lanes if funding is available.

(4) Achieve early schedule certainty with pavement reconstruction package starting Construction Phase is Q2 2027.

(5) Achieve early cost certainty (inclusive of funds from town of Plainfield).

(6) Minimize local traffic disruption during construction and hauling operations.

(7) Convey proposed stormwater with future footprint considered.

(8) Provide a safe and efficient workzone for motorists and workers.

(9) Ensure seamless coordination with adjacent projects.

1.4 Project Description and Status

The Project is located in Hendricks County (Contract: R-43714, Des No. 2002959) and includes the design and reconstruction of pavement from SR 39 to Quaker Boulevard (Blvd), bridge replacement and/or rehabilitation on five bridge pairs within the corridor. At a minimum, the design will be completed to the Stage 1 submittal stage per the Indiana Design Manual by November 15, 2026.

The Department anticipates completing an Additional Information #4 document for the National Environmental Policy Act (NEPA) process in Q4 2026. The Department will retain NEPA responsibilities as further set forth in the Agreement and also be responsible for obtaining any additional environmental or waterway permits necessary with respect to the Project (subject to the Progressive Contractor's obligations to assist and coordinate with the Department in obtaining and maintaining Department-provided approvals under the Agreement). The exception to this is the Progressive Contractor will be responsible for obtaining the Project's Indiana Department of Environmental Management "Construction Stormwater General Permit". The Progressive Contractor shall be responsible for completing the 7460 Permit with FAA coordination due to the Indianapolis International Airport Flight Path through project limits. The Department anticipates performing Project geotechnical engineering services prior to the execution of the Agreement and anticipates marking certain geotechnical investigation and field data available to the Progressive Contractor as reference information documents. The Progressive Contractor will be responsible for developing dewatering plans across the applicable construction seasons. The Department anticipates performing certain utility coordination and subsurface utility investigation activities prior to execution of the Agreement and anticipates making certain materials prepared as part of these efforts available to the Proposers or the Progressive Contractor as reference information documents (subject to the utility coordination and subsurface utility investigation obligations of the Progressive Contractor under the Agreement). The Progressive Contractor team will also be responsible for preparing a patching plan (tables) at the onset of the Project. Right-of-way procurement, where applicable, is being completed by the Department. Finally, note that, if funding becomes available, additional scope, such as construction of an added travel lane (ATL) and/or reconstruction of the interchange at the I-70 and Quaker Blvd intersection may be added to the contract. The Progressive Contractor will be responsible for detention plans for the I-70 Mainline and the interchange, if either scope is added to the contract, and coordination with an aesthetic committee for features at the intersection reconstruction area(s).

1.5 Procurement Schedule

The following represents the current anticipated schedule for the procurement. Further dates may be provided in subsequent iterations of the procurement schedule via RFP Amendments or other communication with Proposers.

Table 1: Procurement Schedule

Activity	Date/Anticipated Date
DRAFT RFP #1 Issued	September 3, 2026
Deadline for Submission by Prospective Proposers of EDMS Access Form	September 10, 2026
One-on-One Meeting Agendas Due	September 23, 2026
One-on-One Meetings with Proposers	September 24, 2026
FINAL RFP Issued	October 8, 2026
Deadline to Submit questions on Final RFP	October 15, 2026
Deadline to Submit Proposed Preconstruction Work Hourly Rates to the Department's External Audit Division for Approval	October 16, 2026
If Elected by the Department, Issue Answers to questions on Final RFP	October 20, 2026
Deadline for Effective Date of All Required Prequalifications	October 21, 2026
Proposal Due Date	October 22, 2026 at 12:00 p.m. ET
Proposer Interviews	November 4, 2026
Apparent Selected Proposer Announced and Project Award	November 6, 2026
(exp.) Agreement Finalized	November 12, 2026
Agreement Executed	November 17, 2026

Where the RFP provides a deadline or due date for submission of documents, correspondence, or other materials to the Department, the submission will only be considered timely if the Department receives the submission by the date and, if applicable, the time identified. If no time is identified, a submission will be considered timely if it arrives before 4:00 p.m. EST on the day identified.

1.6 Anticipated Project Funding

The total current funding anticipated for Project delivery is \$150 million for the pavement reconstruction and bridge work.

1.7 Federal Requirements

1.7.1 General Obligations

To preserve the ability of the Department to use federal funding for the Project, the procurement and the Agreement shall comply with applicable federal Laws. The Project is a Federal-aid highway contract and the Progressive Contractor will be required to comply with all federal laws and regulations, as more fully set forth in Agreement Exhibit E (*Federal Requirements*), in addition to other State laws and regulations.

1.7.2 Disadvantaged Business Enterprise Program

It is the policy of the Department that Disadvantaged Business Enterprises (“DBEs”) shall have the opportunity to participate in the development and performance of highway construction projects financed in whole or in part by federal funds in order to create a level playing field for all businesses who wish to contract with the Department. To that end, the Department will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

No party involved on the Project shall discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Department contracts. The Progressive Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The Progressive Contractor shall include this provision in all its subcontracts and supply agreements pertaining to contracts with the Department.

Failure by the Progressive Contractor to carry out these requirements will be considered a material breach of the Agreement, which may result in the termination of the Agreement or such other remedies as may be available thereunder.

The DBE goal for the Project will be established after selection of the Progressive Contractor and prior to authorization of any Construction Work. The DBE goal for the Project is expected to range between 0% and 14% of the total Project value. The Progressive Contractor will be required to exercise all necessary and reasonable steps to ensure that the DBE goal is met. Per Section 6 of Exhibit J (*INDOT DBE Requirements*) of the Agreement, in accordance with 23 CFR 635.506(e), the Progressive Contractor shall, as precondition to the Department’s execution of each Pricing Package Amendment, submit to the Department all documentation relating to good faith efforts required under 49 CFR 26.53(b)(2).²

1.7.3 Civil Rights/Equal Employment Opportunity

The Indiana Civil Rights Law (IC § 22-9-1) and the federal Civil Rights Act of 1964 (as well as 41 CFR Part 60 and 23 CFR Part 230) shall each apply to the Project and the Agreement.

² Universal note that DBE provisions are under general development with respect to the PDB/CMGC platforms and additionally Mid-America Milling Company, LLC, et al. v. United States Department of Transportation, et al. (Case No. 3:23-cv-00072-GFVT) may impact the applicability of DBE requirements.

1.7.4 Prevailing Wage Requirements

Prevailing wage requirements under the federal Davis-Bacon Act will be applicable to the construction services portion of the Project.

SECTION 2 PROCUREMENT PROCESS

2.1 Department Authorized Representative

The Department has designated the following individual to be its authorized representative for the procurement (“Department Authorized Representative”) who (or whose designee) will provide all official Project communications, as intended under Section 2.2.2.1 (*Proposer Communications*):

Brian Shattuck
Major Projects Delivery Director
Indiana Department of Transportation
100 N. Senate Ave.
IGCN Room N601
Indianapolis, IN 46204
E-mail: alternativedelivery@indot.in.gov

2.2 Rules of Contact

The rules of contact remain in effect until identification of the Apparent Selected Proposer or until the formal cancellation of the procurement by the Department. The Proposer shall comply with all applicable Laws and refrain from lobbying any governmental authority in connection with the procurement. No employee, member, agent, advisor, or consultant of any Proposer or Identified Contractor may undertake any ex-parte communications, directly or indirectly, regarding this procurement with any representative of the State of Indiana, the Department, or FHWA, including staff, advisors, contractors, or consultants, except for communications expressly permitted by this RFP.

All communications between the Department and the Proposer, other than “Proposer Questions” under Section 2.2.1 (*Questions and Responses Regarding the RFP*) before grant of access to the Department’s Electronic Document Management System (EDMS) shall be in writing utilizing the Department Authorized Representative’s e-mail listed in Section 2.1 (*Department Authorized Representative*). All communications thereafter (including “Proposer Questions”) shall be via EDMS. Any communications with the Department’s External Audit division shall follow the requirements of Section 3.7 (*Preconstruction Work Hourly Rates*).

2.2.1 Questions and Responses Regarding the RFP

The Proposer shall review the RFP and any RFP Amendments issued by the Department prior to the Proposal Due Date. If the Proposer identifies any real or perceived mistake, discrepancy, deficiency, ambiguity, error, or omission, the Proposer shall request written clarification or otherwise pose questions regarding the RFP documents using Form D (*Proposer Questions*). Unless expressly agreed otherwise, the Proposer may only submit questions through the Proposer Authorized Representative via the EDMS using Form D (*Proposer Questions*) in Microsoft Excel format prior to the dates specified in Section 1.5 (*Procurement Schedule*).

In completing Form D (*Proposer Questions*), the Proposer shall specify the relevant document (e.g., the RFP, form of Agreement, etc.), including the section number (and, if helpful, page or paragraph number for longer sections), for the Department's ease of reference.

All questions shall:

- (1) be listed separately;
- (2) not identify the Proposer in the body of the question or comment;
- (3) be sequentially numbered;
- (4) specifically reference the relevant document and Section (include the exact language in question) unless it is a general question;
- (5) address a single issue per question on an eligible topic;
- (6) clearly indicate why the comment was made; and
- (7) conspicuously identify whether the Proposer views its Question as confidential or proprietary in nature by indicating so on Form D (*Proposer Questions*). The Question shall also explain why the Proposer considers the question to be confidential or proprietary.

To maintain a fair process or comply with applicable law, the Department may choose to publish responses to questions identified as confidential. If such event occurs, the Department will notify the Proposer in advance, and the Proposer will have the opportunity to withdraw the question, rephrase the question, or concur in having the Question answered non-confidentially.

The Department will consider questions in issuing the final RFP and any RFP Amendments. The Department also may elect, at its discretion, to respond to questions through written responses. Responses to questions, if issued, will be issued on the dates specified in Section 1.5 (*Procurement Schedule*). Any written responses to questions given by the Department will be for the information of the Proposer only and will not become part of the Agreement, except to the extent that the Department, in its discretion, may incorporate the substance of a response into, as appropriate, the form of Agreement as part of the RFP, whether in the final RFP issuance or by means of any RFP Amendments. The Department intends to provide responses directly to the Proposer who submitted the questions. The Department may, however, provide responses to all Proposers.

2.2.2 Proposer Communications; EDMS Access Request; Proposer Authorized Representative

2.2.2.1 Proposer Communications

The Department intends to facilitate communications by and to the Department relating to the Project and this procurement via EDMS. Initial communications to facilitate access to EDMS, or other communications expressly stated otherwise, are exceptions. All communications to the Department, including submission of questions and Proposals shall be through the EDMS.

2.2.2.2 EDMS Access Form

Proposers shall, on or before the date specified in Section 1.5 (Procurement Schedule), submit to the Department at alternativedelivery@indot.in.gov the form attached as Form H (EDMS Access Form). Any party that fails to submit a complete Form H in the manner required under this Section 2.2.2.2 shall be precluded from submitting a Proposal in response to this RFP. Form H allows that Proposer to request EDMS access for additional Proposer team members (in addition to the Proposer Authorized Representative). Following the initial grant of access to the EDMS, any additional access requests shall be submitted to the Department Authorized Representative.

2.2.2.3 Proposer Authorized Representative

The Proposer Authorized Representative identified in each Proposer's EDMS Access Form shall be the Proposer's sole point of contact with the Department regarding this procurement (except as may be authorized by the Department during one-on-one meetings pursuant to Section 2.2.2 (Pre-Proposal One-on-One Meetings) or Proposer interviews pursuant to Section 5.4 (Interview)). Each entity considering or intending to submit a Proposal may only identify one Proposer Authorized Representative. The Proposer may submit a request to modify the Proposer Authorized Representative to the Department Authorized Representative. Any communication to the Department via the EDMS shall be either: (a) uploaded to the EDMS by and designated as transmitted from the Proposer Authorized Representative; or (b) if uploaded by an additional EDMS access party, signed by the Proposer Authorized Representative.

2.3 Pre-Proposal One-on-One Meetings

The Department may invite Proposers to participate in a one-on-one meeting. If invited, the Proposer shall submit an agenda for the one-on-one meeting by the date specified in Section 1.5 (Procurement Schedule). The agenda shall include a list of names of individuals from the Proposer who will be in attendance as well as general topics for discussion, so the Department can include appropriate representation at the meeting. One-on-one meetings will be held on the dates set forth in Section 1.5 (Procurement Schedule). One-on-one meetings may be held virtually, in-person, or hybrid virtually/in-person.

During one-on-one meetings, the Proposer may ask questions and the Department may provide responses for informational purposes. Any responses provided by the Department during one-on-one meetings may not be relied upon; however, that the Department may incorporate the substance of its responses into the RFP. The Department reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings, except to the extent that the Department determines such disclosure would reveal a Proposer's confidential business strategies, intellectual property, or technical solutions. The Department will maintain the confidentiality of information related to Proposers and their Proposals to the extent permitted by Law.

2.4 Confidentiality

2.4.1 Release of Information and the Access to Public Records Act

All Proposals will be deemed, once submitted, to be the property of the Department. The Department will not disclose any portion of any Proposal prior to award to anyone outside the Department, other than representatives of the federal government (if required) and any State personnel or outside

consultants engaged by the Department in connection with this procurement. Upon the execution of the Agreement, the Department will have the right to duplicate, use, or disclose all Proposal data submitted by Proposers in response to this solicitation as a matter of public record. The Department's requirements for the content of the Technical Proposal are not intended to include confidential information or trade secrets. No portion of any Proposal shall be designated as "confidential" information under IC § 5-14-3-4 or otherwise, and it is the Department's intent to publish entire Proposals pursuant to Section 5.9 (*Public Posting of Scoring and Technical Proposals; Proposer Debrief*). Information declared by the Proposer to be confidential, either in whole or in part may be deemed unresponsive to the solicitation and may be rejected.

The Department will have the right to use all ideas, or adaptations of those ideas, contained in any received response to the solicitation. Selection or rejection of the Proposal shall not affect this right.

2.4.2 Observers During Evaluation

The Proposer is advised that observers from federal or other governmental agencies including FHWA, as well as Department consultants, may observe the Proposal evaluation process and will be permitted to review the Proposals. All persons provided with access to the Proposals will maintain confidentiality of the information in accordance with Department policy.

2.5 Changes in Proposer's Organization

A Proposer may not make any changes with respect to the organization shown in their Organization Chart following the Proposal Due Date. Between the Proposal Due Date and execution of the Agreement, the Department will consider changes to the organization of the Proposer and any Identified Contractors, in the Department's sole discretion. Any violation of the foregoing restrictions may result in disqualification of the Proposer from the procurement, including invalidating award of the mandate.

2.6 Notice to Proposers

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. ET. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

SECTION 3 GENERAL REQUIREMENTS FOR PROPOSERS

3.1 Organizational Conflicts of Interest³

The Proposer is prohibited from receiving any advice or discussing any aspect relating to the Project or the procurement with anyone with an organizational conflict of interest. The Proposer shall include a full

³ Subject generally to updates stemming from OCOI policy reconsiderations

disclosure of all potential organizational conflicts of interest in the Proposal, including all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest, as required by 23 CFR 636.116.

Each of the following circumstances shall be deemed an organizational conflict of interest disqualifying the Proposer:

- (1) Participation by any of the following legal entities or Affiliates on more than one Proposer team:
 - (a) Lead Contractor;
 - (b) Lead Designer; or
 - (c) Key Personnel Firm.

The Proposer and Progressive Contractor shall comply in all respects with the Department Conflict of Interest Policy set forth in Agreement Exhibit F, Attachment 1 (*Department Conflict of Interest Policy*).

The Proposer and each Identified Contractor shall disclose all conflicts of interest, including all present or planned contractual arrangements with the Department's project management team in Form B (*Proposer and Identified Contractor Certification*). The Proposer and each Identified Contractor shall identify planned efforts to avoid, neutralize, or mitigate any potential conflict of interest between such entity on the Project and such other contractual arrangements.

The Proposer is encouraged to disclose all potential organizational conflicts of interest in advance of the Proposal Due Date for determination by the Department if such organizational conflict exists. If an organizational conflict of interest is determined to exist at the time of Proposal submittal, the Department may, in its sole discretion, disqualify the Proposer from the procurement. If the Proposer was aware of an organizational conflict of interest prior to the award of the Agreement and did not disclose the conflict to the Department using the prescribed form of notification in this RFP, the Department may terminate the Agreement for breach of contract.

3.2 Ineligible Individuals and Firms

At the time of submitting its Proposal, the Proposer, and each Identified Contractor shall certify on Form B (*Proposer and Identified Contractor Certification*) that it is not presently debarred, suspended, proposed for debarment, voluntary excluded, or disqualified from bidding by any federal or state agency and shall certify and indicate exceptions to the statements identified in Form B.

The Department, in its sole discretion, may reject a Proposal based on any such exception except to the extent the Department has evaluated the item during Proposal evaluation as provided in Section 5.2 (*Responsiveness and Pass/Fail Evaluation*) and there is no new information following Proposal submission that warrants rejection of the Proposal.

3.3 Restricted Firms

The following firms are not allowed to participate on any Proposer team due to a conflict of interest:

- (1) Burgess & Niple, Inc.

- (2) Garver, LLC
- (3) WSP, Inc.
- (4) Michael Baker
- (5) Kaskaskia
- (6) Innovative Contracting & Engineering LLC
- (7) SJCA
- (8) C2 Strategic
- (9) SAM (SUE Work)
- (10) EMCS
- (11) Any other entity that has performed prior or current work associated with the Project that creates a conflict of interest as determined by the Department.

3.4 Registration with the State

The Apparent Selected Proposer will be required to provide evidence of authorization to transact business in the State prior to, and as a condition precedent to, execution of the Agreement. Depending on the form of organization, such evidence may be in the form of (1) a “certificate of good standing” (or equivalent) from the state of organization of such party and (2) a “Certificate of Existence” from the Indiana Secretary of State. The Department may accept or require other or additional evidence of such authority. All such evidence shall be submitted no later than five Business Days after the Department notifies a Proposer that it is the Apparent Selected Proposer.

3.5 Department Prequalification

In order to submit a Proposal applicable Identified Contractors shall be prequalified with the Department prior to the Proposal Due Date for the classifications of work required under this Section 3.5. If any such entity is a partnership, joint venture, or consortium, then the foregoing shall apply to its partners or members. All subcontractors used by the Proposer on the Project shall satisfy the prequalification requirements set forth in this Section 3.5 prior to performing applicable work.

See the tables below for specific prequalification requirements and those entities that must be prequalified. Responses that do not have all mandatory areas of prequalification fulfilled will be deemed nonresponsive. Information on Department contractor prequalification is available at: <https://www.in.gov/indot/doing-business-with-indot/contractorsconstruction/contractors-prequalification/>.

As part of the Technical Proposal to be provided by the Proposer, the Proposer must demonstrate that, consistent with IC § 8-23-10:

- (1) The Proposer and any Identified Contractor each hold a Department “Certificate of Qualification” (<https://www.in.gov/indot/2740.htm>);

(2) At least one of the Proposer or an Identified Contractor holds a Department construction prequalification with respect to at least one of the work types set forth below (note that it is not necessary that the Proposer or an Identified Contractor holds all of the prequalifications described below):

Work Type	Prequalification
0135	Earth Retention Systems: General
A(a)	Concrete Pavement: General
C(a)	Heavy Grading
D(a)	Highway or Railroad Bridge over Water
D(b)	Highway or Railroad Bridge over Highway
E(b)	Asphalt Pavement: W/O INDOT Cert HMA Plant
E(d)	Traffic Control: Sign Installation
E(e)	Small Structures and Drainage Items
E(j)	Landscaping

(3) With respect to any “professional services consultant” as defined in IC-8-23-9.5(9), at least one Identified Contractor holds each of the consultant prequalification types as set forth below:

Work Type	Description
4.1	Traffic Safety Analysis
5.6	Waterway Permits
6.1	Topographic Survey Data Collection
7.1	Geotechnical Engineering Services
8.2	Complex Roadway Design
8.3	Roundabout Design
9.1	Level 1 Bridge Design
10.1	Traffic Signal Design
10.3	Complex Roadway Sign Design
10.4	Lighting Design

16.1	Utility Coordination
17.2	Small Structure and Pipe Hydraulic Design
17.3	Storm Sewer and Detention Design

(4) The Proposer has a Department “Certificate of Qualification” for at least the anticipated total funding for the Project, as described in Section 1.6 (*Anticipated Project Funding*) as of the Proposal Due Date. Subcontractors and subconsultants will not be counted toward this assessment of prequalification.

3.6 Insurance, Licensing, and Permits

The Progressive Contractor shall comply with insurance and licensing requirements specified in the Agreement.

All participants in this procurement, or the Agreement, shall obtain all licenses and permits and take all necessary steps to conduct business in the State of Indiana and perform the Work required under the Agreement, including proposing and carrying out contracts consistent with the laws of the State of Indiana.

All licensed professionals identified in the Proposal who are required to be licensed for the Project shall be licensed in the State of Indiana on or before the Proposal Due Date.

3.7 Preconstruction Work Hourly Rates

Proposers shall submit hourly rates as described in the “INDOT Preconstruction Phase Hourly Rate Policy – Progressive Delivery Projects” (the “Department Rate Policy”) on or before the date specified in Section 1.5 (*Procurement Schedule*). The hourly rates shall be submitted by email (using the Microsoft Excel form provided by the Department) to the Department’s External Audit division at externalaudit1@indot.IN.gov with the subject line “RFP # 2602 – Preconstruction Work Hourly Rates”

For professional services consultant firms with an audited FAR rate approved by the Department, Proposers may request approval of individual rates for each personnel that is currently expected work on the Project during the Preconstruction Phase or rates by category of personnel. For contractors and other firms without an audited FAR rate approved by the Department, Proposers shall submit hourly rates for each personnel currently expected to work on the Project during the Preconstruction Phase. Additional Project personnel may be added during the term of the Agreement. Such rates (in each case submitted and determined consistent with this RFP and the Department Rate Policy) shall be the “Preconstruction Work Hourly Rates”.

In developing Preconstruction Work Hourly Rates, Proposers shall use a profit of 12%. Proposers shall provide such backup documentation and other justifications as are consistent with the Department Rate Policy and otherwise as may be requested by the Department’s External Audit division.

In the event that (A) a Proposer believes it will not be able to satisfy the submission deadline for Preconstruction Work Hourly Rates specified in Section 1.5 (*Procurement Schedule*); or (B) the Department’s External Audit division has responded to a timely submittal of Preconstruction Work Hourly

Rates with a request for additional information that the Proposer believes may not feasibly be submitted to and approved by the Department's External Audit division prior to the Proposal Due Date, then in each instance the Proposer shall promptly notify the Department Authorized Representative. Following such a notification, the Department may elect (in its sole discretion) to issue an extension to the submission deadline for Preconstruction Work Hourly Rates specified in Section 1.5 (*Procurement Schedule*) or the Proposal Due Date.

SECTION 4 PROPOSAL SUBMITTAL REQUIREMENTS

4.1 General Submittal and Format Requirements

Proposals shall be received no later than the time on the Proposal Due Date specified in Section 1.5 (*Procurement Schedule*). Late submittals will not be considered.

Only PDF files of the Proposal shall be submitted. The PDF files shall include bookmarks aligned with the organization described in Section 4.2 (*Compilation and Uploading of Proposal*) to facilitate navigation of the document. If more than one PDF attachment comprising the Proposal is transmitted, the Proposer shall ensure that each PDF is separated by volume with the cover of each volume of the Proposal referencing (1) the Project name "I-70 Mainline at Plainfield" (2) RFP # 2602 and (3) volume number.

An 8½- by 11-inch format (½ inch margins) is required for submissions, except for an 11- by 17-inch format which is required for the organizational chart and technical/design drawings. Each 11- by 17-inch page will be considered one page. Individual file sizes are limited to a maximum of 50 megabytes. All pages shall be sequentially numbered. Text must be single-spaced with the type font size being no smaller than 12-point (either Times New Roman or Arial), except the font in organizational charts, graphics, and tables may be as small as 10-point. Any additional narrative text that does not directly relate to a graphic may be excluded from the Department's consideration at the Department's sole discretion. Proposers are requested to minimize the number and size of color three-dimensional graphics and renderings.

Once Proposals are uploaded, they cannot be modified. However, revised versions may be uploaded prior to the date and time specified in Section 1.5 (*Procurement Schedule*), if required, and shall be clearly identifiable as submissions. Proposers are invited to notify the Department Authorized Representative, via email, of the appropriate version to use.

4.2 Compilation and Uploading of Proposal

The Proposal shall consist of two volumes: the Administrative Proposal (Volume I) and the Technical Proposal (Volume II). The contents of the Volumes shall be organized in the order set forth in this Section 4.2 (*Compilation and Uploading of Proposal*). The Proposer shall provide one electronic copy of each Volume by uploading to the EDMS.

4.2.1 Administrative Proposal (Volume I)

The requirements and information to be submitted, in the order noted below, in Volume 1 of the Proposal are as follows:

- (1) Form A (*Proposal Letter*);
- (2) Form B (*Proposer and Identified Contractor Certification*);

- (3) Form C (*Identified Contractors*);
- (4) Form E (*Form of Commitment Letter*);
- (5) Form F (*Prequalification Identification*);
- (6) Form I (*Proposer-Specific Agreement Inputs*); and
- (7) All required attachments relevant to each form.
- (8) Surety Letter (Section 4.2.1.2)

The Proposer shall not in any manner substantively modify the content of any of the above-referenced forms except as expressly permitted under the applicable form.

4.2.1.2 Surety Letter

Volume I shall include a letter from a Surety or insurance company indicating that the Surety has reviewed the Proposer's and relevant entities' financial statements, works in progress, and other diligence information and is of the opinion that the Proposer could obtain both P&P Bonds, each with a penal sum of not less than the anticipated total Project cost as described in Section 1.6 (*Anticipated Project Funding*) and otherwise in accordance with the requirements of Section 5.8 (*Delivery of P&P Bonds*) and the Agreement. If the Progressive Contractor is to be a joint venture, partnership, limited liability company, or other association, then a separate letter shall be submitted for each member or partner thereof with respect to which the Surety is certifying to the entity's bonding capacity with the foregoing requirements. Letters indicating "unlimited" bonding capability are not acceptable, nor letters with unreasonable qualifications or that admit of deferred due diligence, to be determined in the Department's sole discretion.

4.2.1.3 Identified Contractors

Volume I shall include a list of Identified Contractors in the form of Form C (*Identified Contractors*). Pursuant to the Agreement, engagement and selection of subcontractors and subconsultants after execution of the Agreement is subject to competitive selection and Department approval. All legal entities identified on Form C (*Identified Contractors*) shall be subject to the requirements of the Agreement, including being subject to Open Book Basis requirements.

4.2.1.4 Proposer-Specific Agreement Inputs

Volume I shall include certain information necessary to complete the Agreement set forth in Form I (*Proposer-Specific Agreement Inputs*) which will be utilized by the Department to complete the Agreement in the event the Proposer is awarded the Agreement. For avoidance of doubt, the required submittal under this Section 4.2.1.4 is administrative in nature and (without limiting Section 5.2 (*Responsiveness and Pass/Fail Evaluation*)) shall not be considered with respect to Technical Proposal scoring.

4.2.2 Technical Proposal (Volume II)

The contents of Volume II shall be organized in the order set forth in this Section 4.2.2.

4.2.2.1 Organizational Chart

The Proposer shall provide an organizational chart that shows the individuals and Identified Contractors that comprise the Proposer's team. This information shall be submitted in a single 11-inch by 17-inch formatted page.

4.2.2.2 Experience of the Proposer and Identified Contractors

The Proposer shall submit a narrative describing the prior experience, if any, of the Proposer and Identified Contractors. The "Experience of the Proposer and Identified Contractors" narrative shall not exceed four pages.

4.2.2.3 Key Personnel Experience

The Proposer shall submit a resume for each of its Key Personnel. Referenced projects in Key Personnel resumes shall include the project name, owner of project, location of project, contract identification, and total contract value for the identified project. It is the responsibility of the Proposer to verify the accuracy of the project information provided. If experience cannot be validated by the Department due to inaccurate project information, the experience will not be considered in the evaluation of Proposals. The same individual may fill more than one Key Personnel position; however, a separate resume is required for each Key Personnel position. Key Personnel resumes shall not exceed two pages each.

Table 2 (*Key Personnel Preferred Requirements*) shows the Department's preferred requirements for each Key Personnel position.

Table 2: Key Personnel Preferred Requirements

Key Personnel Position	Experience
Project Manager	The Project Manager shall have demonstrable experience of sufficient duration in or directly relating to construction and management of construction of highway projects. The Project Manager will be responsible for the overall construction, maintenance, contract administration, safety, quality, and environmental compliance on behalf of Progressive Contractor. The Project Manager shall hold a full-time position within the Lead Contractor's organization with authority to make decisions affecting any aspect of the Project. The Project Manager shall be in the position to fully-direct the prosecution of the Work and will act as a single point of contact on all matters on behalf of Progressive Contractor. The Project Manager is expected to be assigned to the Project on a part-time basis during the Preconstruction Phase and full-time for the Construction Phase. Preferred duration of construction experience in same/similar role: five years.
Construction Manager	The Construction Manager shall have demonstrable experience of sufficient duration in or directly relating to construction and construction management on highway and bridge projects. The Construction Manager is responsible for ensuring the Project is constructed in accordance with the Contract Documents. The Construction Manager is also responsible to provide

	oversight and supervision over the technical Work of the design team, review plans and designer submittals for constructability, and ensure Design Documents are comprehensively conveyed for the Construction Phase. The Construction Manager is expected to be assigned to the Project on a part-time basis during the Preconstruction Phase and full-time for the Construction Phase. Preferred duration of construction management experience in same/similar role: five years.
Lead Estimator	The Lead Estimator shall have demonstrable experience of sufficient duration in or directly relating to preparing production-based construction cost estimates, managing risk, and managing construction schedules for projects with similar scope and complexity. The Lead Estimator will be responsible for complying with the open-book process as well as coordinating with the Independent Cost Estimator, to reconcile costs and quantity differences, and reach agreement for each Pricing Milestone Estimate (PME) and the Guaranteed Maximum Price for the Project and each Pricing Package. The Lead Estimator is expected to be assigned to the Project on a part-time basis during both the Preconstruction Phase and the Construction Phase, with periods in each requiring greater availability. Preferred duration of experience in same/similar role: five years.
Project Scheduler	The Project Scheduler shall have demonstrable experience of sufficient duration directly relating to project scheduling for highway and bridge projects. The Project Scheduler shall be responsible for developing and maintaining the Project Schedule and associated Submittals (including each Baseline Pricing Package Schedule) and managing any necessary Project Schedule changes. The Project Scheduler shall be proficient in the use of Primavera project management software. The Project Scheduler is expected to be assigned to the Project on a part-time basis during both the Preconstruction Phase and the Construction Phase. Preferred duration of experience: five years of scheduling experience with procurement and construction of major highway and bridge projects.
Design Manager	The Design Manager shall have demonstrable experience of sufficient duration in or directly relating to management of all required design of highway projects. The Design Manager must demonstrate experience facilitating third-party involvement on projects of similar size and complexity. The Design Manager will be responsible for the overall design and execution of the Preconstruction Phase including compliance to all applicable design standards and environmental requirements. The Design Manager shall be licensed as a Professional Engineer in the State of Indiana and have authority to make decisions during the Preconstruction Phase. The Design Manager shall be in the position to direct the prosecution of the Preconstruction Phase. The Design Manager is expected to be assigned to the Project on a full-time basis during the Preconstruction Phase and part-

	time for the Construction Phase. Preferred duration of design management experience in same/similar role: five years.
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4.2.2.4 Project Understanding and Approach

The Proposer shall submit a narrative describing its understanding of the Project and approach to advancing the Project through the Preconstruction Phase and Construction Phase in alignment with the Department's goals for the Project. The Project approach should demonstrate Proposer's understanding of the Project and the progressive design-build delivery method and clearly describe activities and staff responsibility that aligns with the guidance included in the Department's alternative delivery manual and the requirements of the draft agreement included as part of the RFP. Additionally, the Proposer should specifically describe its understanding and approach to the following project specific elements that are of particular interest to the Department:

- The Proposer's approach to Project design in alignment with the Project goals, including collaboration with the Department and integration of the funding, environmental, geographic features, as well as the following additional design considerations:
 - Temporary Traffic Control
 - Pricing and Subcontractor Considerations
- The Proposer's approach to pricing and subcontracting, including specifically:
 - Open-book pricing processes, organization, disclosures to Project participants;
 - Ensuring fair and competitive pricing during open-book negotiations;
 - Competitive solicitation of subcontractors, major cost components;
 - Ensuring equal employment opportunities, and
 - Time commitment
 - Pricing Package Approach

The "Project Understanding and Approach" narrative shall not exceed eight pages.

4.3 Proposal Validity Period; No Withdrawal of Proposals

All Proposals are valid for a period of 150 days after the Proposal Due Date (the "Proposal Validity Period"). No Proposer shall withdraw its Proposal unless the Proposer is not notified prior to expiration of the Proposal Validity Period that the Department has selected the Proposer as the Apparent Selected Proposer. Any Proposer may elect, in its sole discretion, to extend the Proposal Validity Period. Any attempt to withdraw a Proposal in violation of this Section 4.3 may result in preclusion of the Proposer from future contracting opportunities with the Department.

SECTION 5 PROPOSAL EVALUATION PROCESS

5.1 Proposal Evaluations Generally

The Department will appoint individuals and conduct the evaluations of the Proposals in accordance with Section 4.2.5 of the Department's "Alternative Project Delivery Manual" and this Section 5 (*Proposal Evaluation Process*). Without limiting the Department's internal conflict of interest disclosures and policies, and to the extent permitted under applicable laws, by submitting Proposals, Proposers acknowledge and agree that (1) Department personnel's personal knowledge of and experience with Proposer, Identified Contractors, as well as the individual persons (to include proposed Key Personnel), and (2) Department's corporate experience with Proposer, Identified Contractors, and any of their Affiliates are not irrelevant to the evaluation of the Proposals.

5.2 Responsiveness and Pass/Fail Evaluation

The Department will review each Proposal to confirm that it is responsive. A responsive Proposal shall be complete and shall not deviate from the RFP requirements in any material respect.

Following the Department's determination of responsiveness, the Department will evaluate each Proposal based upon the following pass/fail criteria:

(1) The Proposer has presented evidence showing the makeup of its organization and evidence that its organization has the legal ability to enter into and perform the Agreement to deliver the Project;

(2) The Proposer and each Identified Contractor identified on Form C (*Identified Contractors*) is not currently suspended, debarred, voluntarily excluded, or disqualified from performing or bidding on work for any federal or state agency;

(3) The information disclosed in Form B (*Proposer and Identified Contractor Certification*) does not, in the Department's sole determination, materially and adversely affect the Proposer's responsibility, including its integrity and ability to carry out the Project responsibilities potentially allocated to it;

(4) The information disclosed in Form B (*Proposer and Identified Contractor Certification*) does not identify any restricted firms listed in Section 3.3 (*Restricted Firms*), and Proposer's submitted Form B (*Proposer and Identified Contractor Certification*) does not modify the certification that it has not and will not engage any such restricted firms, if selected as the Progressive Contractor, to carry out the Project responsibilities potentially allocated to it;

(5) The Proposer demonstrates, in the Department's sole determination, that the Proposer is capable of obtaining the P&P Bonds in the amount set forth in Section 4.2.1.2 (*Surety Letter*).

(6) The Proposer has submitted all Preconstruction Work Hourly Rates to the Department's External Audit Division in accordance with Section 3.7 (*Preconstruction Work Hourly Rates*) as of the Proposal Due Date.

(7) The Proposer has submitted a completed Form I (*Proposer-Specific Agreement Inputs*) in accordance with Section 4.2.1.24 (*Proposer-Specific Agreement Inputs*).

A Proposal that is not responsive or does not achieve a “pass” rating on any pass/fail element will be deemed unacceptable and will not progress to further evaluation and scoring.

5.3 Technical Proposal Ranking

The Department (through the Department “evaluation committee” as described in IC § 8-23-9.5-17(b)) will assign a score and rank for each Technical Proposal satisfying the requirements set forth in Section 5.2 (*Responsiveness and Pass/Fail Evaluation*). The evaluation committee will score and rank these Technical Proposals using the criteria described in Section 5.5 (*Technical Proposal and Interview Evaluation*). The purpose of ranking each Proposal is to establish a competitive range and determine which Proposers will be invited to an interview. Pursuant to IC § 8-23-9.5-17(d), the three highest ranked Proposals will be invited to an interview as described in Section 5.4 (*Interview*) and the selection panel will score the relevant Proposals as further described in Section 5.6 (*Final Scoring and Announcement*).

5.4 Interview

The Proposers that submitted the three highest-ranking Technical Proposals pursuant to Section 5.3 (*Technical Proposal Ranking*) shall be offered an opportunity to participate in an interview with the Department.

Interviews are anticipated to occur in-person at a location determined by the Department. The Department intends to provide additional information regarding the format of the interviews prior to the Proposal Due Date. No such interview shall be open to the public.

The Proposer may bring to its interview any material it believes may assist the Department in the evaluation process. The Proposer shall attend the interview with the Proposer’s Project Manager and such additional project personnel as it deems productive and beneficial to the purposes of the interview. The Department emphasizes that it is the Department’s strong preference that all Key Personnel attend the interview and it is the Department’s expectation that the Proposer be prepared to fully address any questions that would otherwise be posed to any absent Key Personnel. The Department may factor the Proposer’s Key Personnel interview attendance and any inability to fully address Department questions during the interview due to insufficient Key Personnel attendance into its post-interview scoring under Section 5.6 (*Final Scoring and Announcement*). The total number of Proposer attendees shall not exceed 10 individuals.

5.5 Technical Proposal and Interview Evaluation

The Department will evaluate and score the information presented in the Technical Proposals and interviews based upon the following categories:

5.5.1 Experience of the Proposer and Identified Contractors

Firm experience will be evaluated on:

- (1) The extent to which the Proposer’s experience demonstrates experience relevant to the size, complexity, and composition of the anticipated Project;
- (2) The extent to which the Proposer demonstrates proven experience working with owners to develop and implement innovative, cost saving, and value additive concepts; and

(3) The extent to which the Proposer's experience demonstrates relevant experience that will improve the likelihood of successful project delivery.

The Department will consider all relevant experience that demonstrates the likelihood of successful project delivery in its evaluation and scoring.

5.5.2 Key Personnel Experience

Key Personnel Experience will be evaluated based on the extent to which:

(1) The Key Personnel meet or exceed preferred requirements for qualifications and experience; and

(2) The experience of each Key Personnel included work of a similar scope, nature, and complexity as the Project.

5.5.3 Project Understanding and Approach

The evaluation of the Proposer's Project understanding and approach (both with respect to Preconstruction Work and Construction Work) will be based on the extent the Proposer demonstrates:

(1) a general management structure and resourcing approach that facilitates coordination and collaboration among the parties involved in the Project in a manner that is aligned with progressive design-build delivery;

(2) an understanding of the Project and alignment of the approach with Project goals;

(3) technical and management approaches that will increase the likelihood of Project success; and

(4) an understanding of the principles of progressive design-build and effective approaches to performing key preconstruction and construction activities.

Table 3 (*Distribution of Points*) shows the maximum points allocated to each category.

Table 3: Distribution of Points

Maximum Score	
Experience of the Proposer and Identified Contractors	20 points
Key Personnel Experience	40 points
Project Understanding and Approach	40 points

5.6 Final Scoring and Announcement

The Department intends to identify the Proposer with the highest overall score as the Apparent Selected Proposer. Following completion of the interviews, the selection panel shall finalize scoring for each Proposer that was interviewed (such final scoring to be based upon the submitted Technical Proposals and information learned during the interview process. The Commissioner of the Department shall make a final determination as to the Apparent Selected Proposer in accordance with IC § 8-23-9.5. The Department will notify the Proposers of the selection, and the Department and the Apparent Selected Proposer shall negotiate mutually acceptable Agreement terms.

5.7 Finalization and Execution of Agreement

Except as expressly set forth in this Section 5.7, the form of Agreement attached as Attachment A (Form of Agreement), is not intended to be negotiated in form or substance with the Apparent Selected Proposer. By submitting its Proposal, each Proposer commits to enter into the form of Agreement, without variation, except to fill in blanks and include information that the form of Agreement indicates is required from the Proposal, and as otherwise set forth in this Section 5.7.

Upon notification of selection, the Apparent Selected Proposer and the Department shall engage in negotiations to determine the “Preconstruction Phase Cost Cap” under the Agreement. The Preconstruction Phase Cost Cap amounts to valuation of the anticipated Preconstruction Phase scope of work in total or in part. The Preconstruction Work Hourly Rates approved by the Department’s External Audit division will be used unless the Department elects to further negotiate such Preconstruction Work Hourly Rates. The Department anticipates seeking hours estimates from the Apparent Selected Proposer and will calculate the Preconstruction Phase Cost Cap based upon those hours.

The Department may require, as condition precedent to its execution of the Agreement, a guaranty of the Progressive Contractor’s obligations under the Agreement by a Guarantor in the form set forth in Exhibit I (Form of Guaranty) to the Agreement and subject to the requirements set forth in the Agreement. The Department anticipates requiring such a Guaranty where the Progressive Contractor is a non-capitalized or special purpose entity, and further reserves the right to require such a Guaranty where in the Department’s sole discretion necessitated by the Proposer’s organizational structure or financial capacity.

The Department may also elect, in its sole discretion, to negotiate various aspects of the Agreement and scope of Work with the Apparent Selected Proposer. The Apparent Selected Proposer shall attend and actively participate in reasonably scheduled negotiation meetings with the Department.

If the Department is unable to negotiate mutually acceptable Agreement terms with the Apparent Selected Proposer (including a failure to agree on a Preconstruction Phase Cost Cap that the Department and highest scoring Proposer each determine to be fair and reasonable, or if the Apparent Selected Proposer does not provide sufficient information or timely feedback to finalize the Agreement in accordance with schedule set forth in Section 1.5 (Procurement Schedule)), then the Department shall terminate negotiations with the Apparent Selected Proposer and may then undertake negotiations with the next Proposer, designated by the Commissioner, as the new Apparent Selected Proposer, and continue in this manner until

an agreement is reached or until a determination is made by the Department to reject all submitted Proposals.

5.8 Delivery of P&P Bonds

The P&P Bonds, in accordance with Agreement Section 29 (*Payment and Performance Security*), shall be in place for the Apparent Selected Proposer at the time of the Progressive Contractor's execution of the Agreement and as a condition precedent to the Department's execution of the Agreement. Failure of the Apparent Selected Proposer to comply with this requirement may result in the Department disqualifying such Proposer and undertaking negotiations with the next highest scoring Proposer designated by the Commissioner, and preclusion of the Proposer from future contracting opportunities with the Department.

5.9 Public Posting of Scoring and Technical Proposals; Proposer Debrief

The Department will, following execution of the Agreement, publish on its website the Department's final scoring of each Proposer that submitted a Proposal and a copy of the "Technical Proposal" section of each Proposal. Unsuccessful Proposers may request in writing (no later than 30 days following execution of the Agreement), and the Department will provide, an explanation of the reasons such Proposer was not chosen as the Apparent Selected Proposer.

SECTION 6 MISCELLANEOUS PROVISIONS

6.1 Reserved Rights

The Department reserves to itself all rights, in its sole discretion, described herein and available to it by law, including, without limitation, with or without cause, and with or without notice, the right to:

- (1) Develop the Project in any manner that it deems necessary or desirable.
- (2) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals, including reference to personal knowledge of evaluators or the corporate knowledge of the Department and to make judgments where evaluations of the Proposals admit of judgements.
- (3) Modify, withdraw, or cancel this solicitation in whole or in part at any time prior to the execution of the Agreement by the Department, including modification of dates, without incurring any costs, obligations, or liabilities.
- (4) Issue a new RFP after withdrawal of this RFP under any procurement method authorized under State law.
- (5) Accept or reject any and all submittals, responses, and Proposals received at any time.
- (6) Modify the RFP process (with appropriate notice to Proposers).
- (7) Issue amendments, supplements, and modifications to the RFP.

(8) Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal, and require additional evidence of qualifications to perform the Work.

(9) Waive any informalities, irregularities, or omissions in a Proposal, permit corrections, and seek and receive clarifications to a Proposal.

(10) Seek the assistance of outside technical experts and consultants in evaluating the Proposals.

(11) Terminate evaluation of any Proposal, submittal, or response at any time.

(12) Negotiate with a Proposer without being bound by any provision in its Proposal.

(13) Suspend, discontinue, or terminate negotiations with any Proposer at any time, or elect not to commence negotiations with any responding Proposer, or engage in negotiations with a Proposer other than the highest ranked Proposer, prior to the actual authorized execution of an agreement by all parties.

(14) Modify electronic document file names.

(15) Disqualify any Proposer that violates any rules, constraints, requirements or the terms of the procurement specified in the RFP, applicable law, or any other communication from the Department.

(16) Exercise any other right reserved or afforded to the Department under this RFP or applicable law or in equity.

The Department 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 responding to this RFP. All such costs shall be borne solely by the Proposer.

6.2 Criminal Penalty

Pursuant to IC § 8-23-9.5(27), it is a Class C infraction for a Proposer to make a false statement regarding the financial worth of the Proposer in a Proposal or other written instrument filed by the Proposer with the Department in connection with this procurement. A Proposer convicted of violating such prohibition will be disqualified from submitting bids on contracts advertised for letting by the Department for a period of two years following the date of conviction.

ATTACHMENT A
FORM OF AGREEMENT
(Attached)

FORM A
PROPOSAL LETTER

Proposer:

[Proposal Date]

Indiana Department of Transportation
Attn: Brian Shattuck
Director of Major Projects Delivery
100 N. Senate Ave.
IGCN Room N601
Indianapolis, IN 46204
E-mail: alternativedelivery@indot.in.gov

The undersigned (Proposer) submits this proposal in response to the Request for Proposals (RFP) issued by the Indiana Department of Transportation (the Department) for a contract counterparty to enter into a progressive design build contract (the “Progressive Design-Build Agreement” or “Agreement” to develop the I-70 Mainline at Plainfield (Project) as more specifically described in the documents provided with the RFP. Capitalized terms that are used but not defined in this proposal shall have the meanings set forth in the RFP.

The undersigned undertakes [jointly and severally] ***[NTD: If Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in words “jointly and severally” and delete the brackets; otherwise delete the entire phrase]*** and agrees that the Proposer shall keep this proposal open for acceptance for 150 days after the Proposal Due Date without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this Proposal is submitted, without first obtaining the prior written consent of the Department, in the Department’s sole discretion.

If selected by the Department, the Proposer agrees:

1. to negotiate the terms of the Agreement with the Department in good faith and in accordance with the requirements of the RFP, if applicable;
2. to enter into and perform its obligations as set forth in the Agreement, including compliance with all commitments contained in its Proposal, and without varying or amending the terms of the Agreement (except for modifications agreed to by the Department in its sole discretion);
3. to satisfy all other conditions to award of the Agreement; and
4. to perform its obligations as set forth in the instructions to Proposers under the RFP, as amended.

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

1. Volume I (Administrative Proposal); and
2. Volume II (Technical Proposal).

Proposer acknowledges the following:

1. Proposer has received and reviewed the RFP and all RFP Amendments, and certifies that it has carefully examined and is fully familiar with all provisions of the RFP, as amended, and is satisfied that such provisions provide sufficient detail regarding the Work to be performed and do not contain internal inconsistencies.
2. Proposer acknowledges and will not challenge Department's reserved rights.
3. Proposer represents that all statements made in the Proposal are true, correct, and accurate as of the date hereof.
4. Proposer understands that the Department is not bound to accept any Proposal that it may receive.
5. Proposer understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer.
6. Proposer consents to the Department's disclosure of its Proposal pursuant to the applicable provisions of Indiana law after award of the Agreement.
7. Proposer agrees that the Department will not be responsible for any errors or omissions in its Proposal.
8. Proposer acknowledges and agrees that, under IC § 8-23-9.5(1)(c), participation, selection, entering into a contract with the Department, and performance of the Work thereunder, does not limit or eliminate the responsibility or liability imposed by Indiana law on Proposer (and Proposer's affiliated contract counterparty to the Department under the Agreement) in providing services to the Department pursuant to the enabling legislation for this solicitation, including IC § 8-23-9.5, as amended.
9. All Preconstruction Work Hourly Rates have been submitted to the Department's External Audit Division in accordance with Section 3.7 (*Preconstruction Work Hourly Rates*) as of the Proposal Due Date.
10. Proposer acknowledges and agrees that, in the event the Proposer is selected as the Apparent Selected Proposer, the Proposer's Preconstruction Work Hourly Rates as approved by the Department's External Audit division shall be binding upon the Proposer and shall be utilized in determining the Preconstruction Phase Cost Cap under the Agreement (unless the Department elects in its sole discretion to further negotiate the Preconstruction Phase Cost Cap), under the terms, and subject to the conditions, of the Agreement thereafter.
11. Proposer has not in any manner substantively modified the content of any RFP form submitted with this Proposal except as expressly permitted under the applicable form.

[To be signed by the Proposer Authorized Representative, use appropriate signature blocks]

Sample signature block for corporation or limited liability company:

[*Proposer Name*]

By: _____
Signature

Typed or Printed Name

Title

Date

Sample signature block for partnership or joint venture:

[Proposer Name]

By: [General Partner or Member's Name]

By:

Signature

Typed or Printed Name

Title

Date

Sample signature block for attorney in fact:

[Proposer Name]

For: [Name]

By:

Signature

Typed or Printed Name

Title

Date

Proposer's Business Address:

[Name]

[Street Address]
[City, State, ZIP]
[Country]

Proposer's State or Country of Incorporation: [State or Country]

FORM B

PROPOSER AND IDENTIFIED CONTRACTOR CERTIFICATION

Firm Name: _____

Instructions: Proposer and each Identified Contractor shall accurately answer the following certifications. With respect to the Proposer, the term “affiliate” shall mean (1) any other organization that is under common ownership with the Proposer; and (2) any equity owner.

The Proposer/Identified Contractor certifies that:

1. It has carefully examined and is fully familiar with all provisions of the RFP, has reviewed all materials provided, any RFP amendments, and the Department’s responses to questions, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed and does not contain internal inconsistencies.
2. The information and supporting data provided by the Proposer/Identified Contractor is accurate and complete to the best of its knowledge.
3. It has carefully checked all the words, figures, and statements in the Proposal.
4. It has notified the Department of any identified deficiencies and omissions in the RFP and other documents provided by the Department.
5. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company, or corporation; the Proposal is genuine and not collusive or sham; the Proposer/Identified Contractor has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer/Identified Contractor has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other proposers, or to fix any overhead, profit, or cost element included in the Proposal, or of that of any other proposer, or to secure any advantage against the Department of anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer/Identified Contractor has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, proposal depository, or any member, partner, joint venturer, or agent thereof to effectuate a collusive or sham proposal.
6. Proposer has not and will not engage any restricted firms listed in Section 3.3 (Restricted Firms), if selected as the Progressive Contractor, to carry out the Project responsibilities potentially allocated to it;

7. Its responses to the following statements are true and accurate. Except where otherwise noted, all timeframes set forth below shall be measured from the date of issuance of the RFP. Please indicate yes or no for each row.

Question #	Yes/No	Description
1		The Proposer/Identified Contractor or its affiliates have sought protection under any provision of any bankruptcy act in the past ten years.
2		The Proposer/Identified Contractor or its affiliates have been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity in the past ten years.
3		The Proposer/Identified Contractor or its affiliates have 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 in the past ten years.
4		The Proposer/Identified Contractor or its affiliates have 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, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e <i>et seq.</i>); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law in the past ten years.
5		The Proposer/Identified Contractor or its affiliates have 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 governing any of common construction wages, (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 in the past ten years.
6		The Proposer/Identified Contractor or its affiliates have been convicted of violating a state or federal law respecting the employment of undocumented aliens in the past ten years.
7		The Proposer/Identified Contractor or its affiliates have 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 in the past ten years.
8		The Proposer/Identified Contractor or its affiliates have performed or managed any construction project that involved serious, repeated or multiple

Question #	Yes/No	Description
		failures to comply with safety rules, regulations, or requirements in the past ten years.
9		The Proposer/Identified Contractor or its affiliates have, with respect to questions 1 – 8 above, if not previously answered or included in a prior response on this form, been involved in 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 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity in the past ten years.
10		The Proposer/Identified Contractor or its affiliates have had any instance where it submitted a bid on a public works project and found to be nonresponsive or found by an awarding body not to be a responsible bidder in the past ten years.
11		The Proposer/Identified Contractor or its affiliates have had any settled adverse claim, dispute or lawsuit with the owner of a public works project during the last five years in which the claim, settlement or judgment exceeded fifty thousand dollars (\$50,000) in the past five years.
12		The Proposer/Identified Contractor or its affiliates have had liquidated damages assessed against it during or after completion of a contract in the past five years (if yes, please explain the circumstances, including the amount and basis for the assessment (e.g., \$X total at \$Y/day) within <u>Form B</u>). The foregoing does not include liquidated damages assessed, but subsequently determined non-payable by the applicable owner or in dispute resolution, due to justifiable delay or other mitigating circumstances.
13		The Proposer/Identified Contractor or its affiliates have had a surety for the firm or any affiliate complete a contract on the entity's behalf or paid for completion because the entity was in default or terminated by the project owner in the past five years.
14		The Proposer/Identified Contractor or its affiliates have had any license, credential, or registration revoked or suspended in the past five years.
15		The Proposer/Identified Contractor or its affiliates: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private agreement or transaction; (ii) violation of federal or state antitrust

Question #	Yes/No	Description
		statutes (including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging); (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, or obstruction of justice; or (iv) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects its present responsibility; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in subsection (b) above; (d) have not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default; (e) if a corporation, have not been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and (f) if a corporation, does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

If the answer to any item above is affirmative, the Proposer/Identified Contractor shall provide complete details about the matter in an attachment to this Form B. While an affirmative answer to any of these items will not automatically disqualify a Proposer from consideration, at the sole discretion of the Department, such an answer and a review of the background details may result in a rejection of the Proposal. The Department will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Proposer's performance under the Agreement, and the best interest of the Department.

8. The Proposer/Identified Contractor will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.
9. The Proposer/Identified Contractor nor its affiliates, nor any of its proposed team that may work on or benefit from the Contract through the Proposer has a possible conflict of interest other than the conflicts identified immediately below, including any conflicts of interest identified under (a) 23 CFR Part 636 Subpart A; and (b) the Department Conflict of Interest Policy set forth in Agreement Exhibit F (*Department Requirements*), Attachment 1 (*Department Conflict of Interest Policy*). The Proposer/Identified Contractor should identify all relevant facts relating to past, present, or planned interest(s) of Proposer's team (including Proposer and the Identified Contractors, proposed consultants and subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could

be viewed as, an organizational conflict of interest in connection with this RFP. If no disclosure is necessary, indicate “None”.

Potential Conflicts (by person or entity affected) with explanation thereof

(Attach an additional sheet if more space is needed.)

10. The DBE goal for the Project, once established in accordance with the Agreement, will be met by the Progressive Contractor obtaining commitments equal to or exceeding the DBE percentage or providing a good faith effort to substantiate the attempt to meet the goal.
11. If awarded the Agreement, the Progressive Contractor shall submit a DBE Performance Plan meeting the requirements set forth in the Agreement.
- 12.
13. The Proposer/Identified Contractor will comply with the FHWA Buy America Requirements of 23 CFR 635.410, and the Build America, Buy America Act, Section 70913 *et seq.* of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, which permits FHWA participation in the Agreement as more fully described in the Agreement.
14. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer/Identified Contractor or its affiliates, to any person (as defined in 2 CFR § 418.105(l)) for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer/Identified Contractor will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The firm/entity for which the undersigned is making this certification also agrees that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person (as defined in 2 CFR § 418.105(l)) who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
15. The Proposer/Identified Contractor is properly authorized under the laws of the State of Indiana to conduct business in this state; is duly registered with the Indiana Secretary of State

to the extent required by Indiana law; and will remain in good standing to do business in the State of Indiana for the duration of the Agreement.

16. The Proposer/Identified Contractor is not delinquent on any state taxes or fees owed to the State of Indiana and will remain in good standing for the duration of the Agreement.
17. [If selected as the Apparent Selected Proposer, the Proposer shall endeavor to negotiate mutually acceptable Agreement terms with the Department.]***[NTD: applicable only to the Proposer; omit for all other entities not comprising the Proposer]***

The Proposer/Identified Contractor agrees and acknowledges that, pursuant to IC § 8-23-9.5(27), it is a Class C infraction for a party to make a false statement regarding its financial worth in the Proposal or other written instrument filed by the Proposer with the Department in connection with this procurement. Any party convicted of violating such prohibition will be disqualified from submitting bids on contracts advertised for letting by the Department for a period of two years following the date of conviction.

[signature on succeeding page]

Under penalty of perjury, I certify that the foregoing is true and correct and that I am duly authorized to attest to these statements on behalf of the Proposer/Identified Contractor. ***[NTD: To be signed by authorized signatory or signatories of the Proposer (including, if the Proposer is a joint venture, a designated, authorized signatory or signatories for each joint venture member)]***

Signature

Date

Type or print name

Title of Officer signing

Name of Company

FORM C

IDENTIFIED CONTRACTORS

Instructions: Provide the information below for all Identified Contractors (as defined in RFP Section 1.1).

Name of Entity	Contact Name	Address	Phone Number	Email	DBE (Y/N)	Description of Work/Services To Be Performed By Entity

FORM D
PROPOSER QUESTIONS⁴

Proposer Name:

Date	No.	Document (RFP, Agmt)	Section	Confidential or Proprietary? (Y/N)	Question/Comment

⁴ Proposers to submit this form in MS Excel format per RFP Section 2.2.1 (*Questions and Responses Regarding RFP*).

FORM E
FORM OF COMMITMENT LETTER

Instructions: The Proposer shall complete this Form E for each Key Personnel position.

[DATE]

Indiana Department of Transportation
Attn: Brian Shattuck
Director of Major Projects Delivery
100 N. Senate Ave.
IGCN Room N601
Indianapolis, IN 46204
E-mail: alternativedelivery@indot.in.gov

RE: [] Project – Key Personnel Commitment Letter

[],

[KEY PERSONNEL FIRM] commits that, if Department awards the [] Project to [PROPOSER], [KEY PERSONNEL NAME] will be dedicated to the Project as the [KEY PERSONNEL ROLE].

Signature	Title
Typed or Printed Name	Date

I, [KEY PERSONNEL NAME], certify that after Notice to Proceed, I will be committed to the Project during the tenure of my employment with [KEY PERSONNEL FIRM], and available as required to ensure the successful completion of the Project as the [KEY PERSONNEL ROLE].

Signature	Title
Typed or Printed Name	Date

In the table below, provide the percent level of the Key Personnel's time that will be dedicated to the Project. Completing the explanation column is not required, but, if included, should be brief.

Preconstruction Phase	Construction Phase	Explantation

FORM F

PREQUALIFICATION IDENTIFICATION

[This form will be used to provide information about the team members, as of the Proposal Due Date, required for the Proposer team to satisfy the Prequalification Work Type Certification requirements set forth in RFP Section 3.5.]

Proposer Name _____

1. The Proposer and any Identified Contractor each hold a Department “Certificate of Qualification” (<https://www.in.gov/indot/2740.htm>):
☐ YES ☐ NO
2. The Proposer has a Department “Certificate of Qualification” for at least the anticipated total funding for the Project, as described in RFP Section 1.6 (*Anticipated Project Funding*) (i.e. \$213 million) as of the Proposal Due Date:
☐ YES ☐ NO
3. Proposer or an Identified Contractor holding one of the Department construction prequalifications described in RFP Section 3.5(2) (*Department Prequalification*) (i.e., [_____] **[NTD: list out all such qualifications]**): **[NTD: only one prequalification is required, but Proposers may expand table as necessary if more than one of the prequalifications is held by the Proposer team]**

Proposer or Identified Contractor	Prequalification Work Type/Prequalification

4. The following consultant prequalifications are each held by the Proposer or an Identified Contractor described in RFP Section 3.5(3) (*Department Prequalification*) (i.e., [_____])::

Prequalification Work Type	Prequalification	Proposer Team Member Satisfying Prequalification

[NTD – delete section for CMGC and for PDB complete as applicable to each Project]

FORM G
RESERVED

FORM H
EDMS ACCESS FORM

DATE: _____

NAME OF PROPOSER: _____

PROPOSER AUTHORIZED REPRESENTATIVE:

Name: _____

Email Address: _____

Telephone Number: _____

OTHER ROLES WITHIN PROPOSER TEAM:

Lead Designer Name:

Joint Venture member (if applicable):

EDMS ACCESS REQUEST: Proposer, through the Proposer Authorized Representative identified above, requests access to the Project EDMS for purposes of access to information regarding and submissions relating to the procurement with respect to the Project identified above. The Proposer may also request access to the EDMS for up to three additional individual persons within the Proposer's team below (for avoidance of doubt, no such individuals shall be deemed a "Proposer Authorized Representative" under the RFP).

ADDITIONAL REQUESTS FOR ACCESS TO THE EDMS:

Provide up to three additional names, emails and company for access to the EDMS.

1. _____
2. _____
3. _____

FORM I

PROPOSER-SPECIFIC AGREEMENT INPUTS

Required Awardee/Progressive Contractor Input	Relevant Agreement Section(s)	Awardee/Progressive Contractor Information
Progressive Contractor legal name	Recitals, 32.6.1	
Confirmation of Progressive Contractor legal organization (e.g., LLC, corporation, joint venture)	Recitals; 32.6.1	
Progressive Contractor legal entity state of formation	Recitals; 32.6.1	
Progressive Contractor Authorized Representative name, physical address, and email address	33.5.1.3	
Progressive Contractor signature block	Signature Page	