

Kansas Department of Transportation

Request for Qualifications Addendum #1

US-54/US-400 – Sedgwick and Butler Counties Progressive Design-Build

KDOT Project: 54-106 KA-6535-03



April 28, 2022

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Table of Contents

1) Introduction and General Information.....	1
1.1 Abbreviations and Definitions	1
1.1.1. Abbreviations	1
1.1.2. Definitions	2
1.2 Project Description, Goals, and Phasing Requirements	4
1.2.1. Project Goals	4
1.2.2. Progressive Design-Build Phasing and Related Requirements	4
1.3 Project Environmental Status.....	5
1.4 Role of the Design-Builder	5
1.4.1. Role of the Design-Builder – Planning Phase	5
1.4.2. Role of the Design-Builder – Pre-Construction Phase	6
1.4.3. Role of the Design-Builder – Construction Phase.....	7
1.5 Role of KDOT	8
1.6 Contract Type	9
1.7 Governing Law.....	9
1.8 Quality Assurance/Quality Control	9
1.9 Insurance, Licensing, and Permits.....	9
1.10 KDOT Pre-Qualification Process	10
1.11 Rules of Contact	10
1.12 Respondent Requests for Clarification	11
1.13 RFQ Addenda	11
1.14 Notification of Firms on the Short-List; Organizational and Personnel Changes	12
1.15 Costs.....	12
1.16 Organizational Conflicts	12
1.17 Ineligible Firms.....	13
1.18 Confidentiality Requirements; Kansas Open Records Act.....	14
 2) Procurement Process.....	 15
2.1 Overall Procurement Process	15
2.1.1. RFQ	15
2.1.2. RFP.....	15
2.2 Procurement Schedule	16
 3) SOQ Evaluation Process.....	 17
3.1 Review and Evaluation of the SOQ	17
3.1.1. Responsiveness.....	18
3.1.2. Pass/Fail Evaluation	18
3.1.3. Qualitative Evaluation	18
3.2 Department Requests for Clarification	18
3.3 Determination of Short-Listed Proposers.....	19
 4) SOQ Submittal Requirements.....	 19
4.1 Date and Time of Receipt	19
4.2 Form of Submission	19
4.3 SOQ Volumes and Organization.....	20
4.3.1. Administrative/Legal Submittal Requirements (Volume 1).....	20

- 4.3.2. Technical Submittal Requirements (Volume 2)..... 20
- 4.3.3. Financial Submittal Requirements (Volume 3)..... 22
- 5) Evaluation Criteria 23**
 - 5.1 Firm Experience..... 23
 - 5.2 Key Personnel Experience..... 24
 - 5.3 Respondent Organization 24
- 6) Protests 25**
 - 6.1 Written Protests Only 25
 - 6.2 Protest Contents 25
 - 6.3 Protest Prior to SOQ Due Date..... 26
 - 6.4 Protest Prior to Announcing the Short-Listed Proposers 26
 - 6.5 Protest Regarding Short-Listed Proposer Decision 27
 - 6.6 Right of Appeal 27
- 7) Department Rights and Disclaimers 27**
 - 7.1 Department Rights 27
 - 7.2 Department Disclaimers..... 29
- 8) Disadvantaged Business Enterprise (DBE) Program and Equal Employment Opportunity..... 29**
 - 8.1 Policy 29
 - 8.2 DBE Participation Goals and Anticipated Requirements 30
 - 8.3 Equal Employment Opportunity (EEO) 31
- 9) Compliance with Applicable Laws 32**

RFQ FORMS

FORM A - COVER LETTER

FORM B - RESPONDENT'S ORGANIZATION INFORMATION

FORM C-1 - RESPONDENT CERTIFICATION

FORM C-2 - PAST PERFORMANCE

FORM D-1 - KEY PERSONNEL INFORMATION

FORM D-2A - KEY PERSONNEL RESUME FORM

FORM D-2B - ADDITIONAL KEY PERSONNEL RESUME FORM

FORM D-3A - KEY PERSONNEL REFERENCES

FORM D-3B - ADDITIONAL KEY PERSONNEL REFERENCES

FORM E - FIRM EXPERIENCE

FORM F - SUBCONTRACTOR INFORMATION

FORM G - SURETY LETTER/CERTIFICATE AND ACKNOWLEDGEMENT

FORM H - CONFLICT OF INTEREST DISCLOSURE STATEMENT

FORM I - RESPONDENT REQUEST FOR CLARIFICATION

FORM J - DESIGNATION OF RESPONDENT'S AUTHORIZED REPRESENTATIVES

1) INTRODUCTION AND GENERAL INFORMATION

This Request for Qualifications (“RFQ”) seeks Statements of Qualifications (“SOQs”) from companies, teams, joint bidders, joint ventures, partnerships or consortia (“Respondents”) to serve as a progressive design-builder to develop, design, and have the opportunity to construct the US-54/US-400 – Sedgwick and Butler Counties Project, KDOT Project: 54-106 KA-6535-03 (the “Project”). Pursuant to Kansas legislation, KDOT is utilizing a two-phase best value competitive selection. This RFQ is the first phase of the procurement. SOQs from individual engineering, construction, or consultant firms unprepared to provide all required services and improvements will not be accepted. KDOT will evaluate the SOQs received in accordance with this RFQ and identify shortlisted firms qualified to respond to a future Request for Proposals (“RFP”). KDOT will not short-list more than four Respondents, and only prospective Respondents capable of completing the Project in its entirety will be eligible to be a Short-Listed Proposer. The RFP is the second phase of the procurement and will consist of submission of technical and price proposals by Short-Listed Proposers. KDOT will only accept Proposals from Short-Listed Proposers. Refer to Section 2 for additional information regarding the two-step procurement for the Project.

1.1 Abbreviations and Definitions

The following abbreviations and capitalized terms used in this RFQ shall have the meanings indicated below.

1.1.1. Abbreviations

AASHTO	American Association of State Highway & Transportation Officials
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise
EEO	Equal Employment Opportunity
FHWA	Federal Highway Administration, U.S. Department of Transportation
FONSI	Finding of No Significant Impact
GMP	Guaranteed Maximum Price
ICE	Independent Cost Estimator
ISO	International Organization for Standardization
KDOT	Kansas Department of Transportation
KORA	Kansas Open Records Act
MOT	Maintenance of Traffic
NEPA	National Environmental Policy Act

PDB	Progressive Design-Build
RFP	Request for Proposals
RFQ	Request for Qualifications
R/W	Right(s) of Way
SOQ	Statement of Qualifications
SUE	Subsurface Utility Engineering

1.1.2. Definitions

“Addenda” or “Addendum” means KDOT-issued supplemental additions, deletions, and/or modifications to the RFQ after the initial release date of the RFQ.

“Affiliate” means:

- (i) Any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Respondent, Lead Contractor, Lead Designer, or a Key Personnel Firm; or
- (ii) Any Person for which 10 percent or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by any Affiliate under part (i) of this definition.

For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship, or otherwise.

“Alternative Delivery” means project delivery models streamlining and/or integrating private sector involvement in design and construction.

“Amendment” means the amendment for Design-Builder’s authorization to proceed with Pre-Construction Work or the amendment authorizing the Design-Builder to commence Construction Work for the agreed upon GMP, as the case may be.

“Construction Phase” means the period of time during which the Design-Builder is performing Construction Work.

“Construction Work” means all work other than Planning Work and Pre-Construction Work.

“Contract” means the Progressive Design-Build Contract.

“Day” means Calendar day, as in each and every day shown on the calendar, beginning at 12:01 a.m. and ending at midnight.

“Design-Builder” means the Person selected pursuant to the RFP that enters into the Contract with KDOT to design the Project and construct the Project provided a GMP is agreed upon.

“Disadvantaged Business Enterprise (DBE)” means a for-profit small business concern as defined in 49 CFR Part 26 that is certified as such by KDOT.

“Guaranteed Maximum Price” means total itemized dollar amount negotiated between the Design-Builder and KDOT for constructing the Project or portions of the Project above which KDOT is not liable for payment, subject to adjustment for specific events described in the Contract.

“KDOT” means Kansas Department of Transportation.

“Key Personnel” means the persons, employed by the Respondent, Lead Contractor, Lead Designer, or Key Personnel Firm, determined by KDOT as being essential and important to the management and delivery of the Project.

“Key Personnel Firm” means a firm, partnership, or joint venture that employs a Key Personnel.

“Lead Contractor” means the firm, partnership, or joint venture that has primary responsibility for performance of the Construction Work. If selected, the Design-Builder may be the Lead Contractor.

“Lead Designer” means the firm, partnership, or joint venture that has primary responsibility for design services for the Project.

“Person” means any individual or a corporation, partnership, sole proprietorship, joint stock company, joint venture, unincorporated association, union, committee, club, or other organization or legal entity.

“Planning Phase” means the period of time during which the Design-Builder is performing Planning Work.

“Planning Work” means the preliminary engineering work related to the preparation of NEPA documents.

“Pre-Construction Phase” means the period of time during which the Design-Builder is performing Pre-Construction Work.

“Pre-Construction Work” means all work necessary in connection with the preparation and finalization of the Amendment for Construction Work, including any such work described in the Amendment for Design-Builder’s authorization to proceed with Pre-Construction Work. The Pre-Construction Work shall not include any Construction Work authorized under a Work Package.

“Procurement Manager” means Raja Govindaswamy, PE, KDOT Bureau Chief – Alternative Delivery, 3200 East 45th Street North, Wichita, KS 67220, or his designee.

“Progressive Design-Build” means a form of Alternative Delivery by which KDOT contracts early during the development and design process with a single firm that has responsibility for the design and the opportunity to construct a project under a single contract with KDOT.

“Progressive Design-Build Contract” means the form of contract to be set forth in the RFP that will detail the rights and responsibilities of KDOT and the Design-Builder regarding development, design, and the opportunity to construct the Project.

“Project” means the US-54/US-400 – Sedgwick and Butler Counties Project, KDOT Project:

54-106 KA-6535-03.

“**Project E-mail**” means eastkellogg@ksdotike.org.

“**Proposal**” means the proposal submitted by a Short-Listed Proposer in response to the RFP.

“**Proposer**” means a Person submitting a Proposal for the Project in response to an RFP.

“**Quality Assurance**” means all planned and systematic actions by the Design-Builder necessary to provide confidence and to certify to KDOT that all design work complies with the requirements of the Contract.

“**Quality Control**” means the total of all activities performed by the Design-Builder, Lead Contractor, Lead Designer, Key Personnel Firm, producers, or manufacturers to ensure that all Work meets Contract requirements. Quality Control includes design reviews and checks, inspection of material handling and construction, calibration and maintenance of sampling and testing equipment, working plan review, document control, production process control, and any inspection, sampling, and testing done for these purposes. Quality Control also includes documentation of Quality Control efforts.

“**Quality Program**” means the overall Quality Control, Quality Assurance, and associated activities performed by, or on behalf of, the Design-Builder to ensure that all Work complies with the Contract.

“**Request for Proposals**” means a written solicitation issued by KDOT to the Short-Listed Proposers requesting Proposals to develop, design and potentially construct the Project and to be used to identify the Short-Listed Proposer offering the best value to the State.

“**Request for Qualifications**” means this written solicitation issued by KDOT seeking SOQs from Respondents which KDOT will use to identify Short-Listed Proposers invited to respond to the RFP for the Project.

“**Respondent**” is defined in Section 1 of this RFQ.

“**RFP Issuance Date**” means the date for release of the RFP, as may change at KDOT’s sole discretion as set forth under Section 2.2.

“**Secretary**” means the Secretary of the Kansas Department of Transportation.

“**Short-Listed Proposers**” means those Respondents that have submitted SOQs that KDOT determines, through evaluation of the SOQ are qualified and invited to submit Proposals in response to an RFP.

“**SOQ Due Date**” means the date identified for submission of SOQs in Section 2.2 of this RFQ.

“**State**” means the State of Kansas.

“**Statement of Qualifications**” means the information prepared and submitted by a Respondent in response to this RFQ.

“**Subcontractor**” means a subcontractor or subconsultant on the Respondent’s team that will be responsible for elements of the work.

“**Work Package**” means an agreed Construction Work authorization or trade package providing the Design-Builder with authorization to proceed with Construction Work as set forth therein prior to execution of the Amendment for the entirety of the Construction Work.

1.2 Project Description, Goals, and Phasing Requirements

In April 2020, the Kansas Legislature passed the Eisenhower Legacy Transportation Plan, a rolling 10-year transportation program to address transportation needs across the State. As part of that program, the legislature approved the use of alternative delivery under certain conditions.

KDOT is utilizing Progressive Design-Build (PDB) delivery for the procurement and delivery of the Project.

The Project is the next phase in a series of improvements along US-54/US-400. The Project will follow the existing alignment of US-54/US-400 and expand the existing facility to become a controlled-access freeway facility. The Project will incorporate improvements that will increase capacity through the construction of additional travel lanes and frontage roads. Additional capacity will be provided from the intersection of K-96 to just east of the North 159th St. E. intersection. The Project will also improve access from US-54/US-400 to K-96 by reconstructing and reconfiguring the interchange. Ancillary improvements will also be incorporated within the Project limits.

The information contained in this RFQ and otherwise made available by KDOT with respect to the Project, including associated electronic files, are subject to change at any time without notice. This information is being provided solely as an aid in describing the general scope and nature of the work and should not be used or relied upon for any other purposes.

1.2.1. Project Goals

KDOT’s goals and objectives for the Project are as follows:

1. Realize the benefits of PDB project delivery, such as risk mitigation, through early contractor involvement; collaborative project development; implementation of Work Packages (i.e., construction phasing); and reducing the overall schedule for Project delivery.
2. Construct a facility that safely and efficiently accommodates projected traffic volumes and provides appropriate access to businesses and surrounding development into the future and allows continuation of the six lane freeway facility from K-96 to 159th Street in Sedgwick County and Butler County.
3. Maximize improvements implemented into the Project within the Project budget.
4. Expedite Project implementation with a focus on construction substantial completion of mainline US-54/US-400 by the end of 2025.
5. Maximize safety of workers and traveling public during construction with consideration to minimizing inconvenience.

1.2.2. Progressive Design-Build Phasing and Related Requirements

As a general matter, and in keeping with PDB principles, KDOT anticipates delivery of the Project over three phases: Planning Phase, Pre-Construction Phase, and Construction Phase

as further described in Section 1.4. Additional requirements for each phase will be provided in the RFP.

1.3 Project Environmental Status

KDOT has initiated initial planning activities and intends to begin environmental document preparation under NEPA in Q2 of 2022. KDOT anticipates performing the following NEPA activities:

1. Development of transportation alternatives.
2. Development of a traffic analysis report.
3. Development of various NEPA technical reports (e.g., hazardous materials, waterways, biological resources, noise, etc.).
4. Public involvement.
5. Development of the Environmental Assessment in anticipation of obtaining a FONSI for the Project.

KDOT will retain NEPA decision-making responsibilities. KDOT anticipates it will obtain a FONSI for the Project during the first quarter of calendar year 2023.

1.4 Role of the Design-Builder

The Design-Builder will be responsible for furnishing all labor, materials, plans, equipment, services, and support facilities necessary to develop, design, and if the parties agree on a GMP, executing an Amendment to construct the Project. The Project shall be designed and constructed in accordance with current KDOT, AASHTO, FHWA, and/or municipal standards as applicable, subject to KDOT approval of modifications.

1.4.1. Role of the Design-Builder – Planning Phase

Upon execution of the Contract, KDOT will authorize the Planning Phase Work. The Design-Builder scope for Planning Phase Work may include, but is not limited to the following:

1. Supplementing and supporting KDOT with activities described in Section 1.3 and Section 1.5.
2. The Design-Builder's contributions to KDOT's NEPA-related responsibilities during the Planning Phase will be limited generally to producing studies, providing information relevant to the environmental process, or, more generally, providing viewpoints of key Project-related issues.
3. Performing pre-NEPA preliminary design / preliminary engineering, as requested by KDOT during the Planning Phase (e.g., hydrology, hydraulics, traffic analysis, structure design, roadway design, ITS, etc.) that does not restrict NEPA alternatives and post-NEPA preliminary design / preliminary engineering.
4. Conducting site investigations, subsurface utility investigations, and geotechnical studies.
5. Providing third-party coordination with utilities, Project stakeholders, and other contractors.

6. Supporting development of permits (including environmental permits).
7. Performing preliminary constructability review/analysis.
8. Preparing cost estimates and schedules for the Pre-Construction Phase and the Construction Phase of the Project.
9. Developing the project management plan.
 - a. Management plan development for the Pre-Construction Phase.
 - b. Design criteria development and documentation.
 - c. Preliminary construction management plan development.
 - d. Quality Program plan development and documentation.
 - e. Subcontracting process development and documentation.
 - f. Estimating plan development and documentation.
10. Preparing the DBE outreach plan.
11. Supporting development and maintenance of a risk register and risk mitigation plans.
12. Project-related public information and communication activities which support KDOT's public involvement program
13. Development of the initial draft Pre-Construction Phase Amendment.

Compensation for the Design-Builder's performance of Planning Work will be paid based on reasonable, negotiated hourly rates compliant with federal cost principles and subject to a not-to-exceed amount.

1.4.2. Role of the Design-Builder – Pre-Construction Phase

Following completion of the NEPA process, KDOT will either negotiate an Amendment to authorize the Design-Builder to proceed with work for the Pre-Construction Phase with agreed scope, schedule, and compensation terms, or will terminate the Progressive Design-Build Contract. The Design-Builder scope of work for the Pre-Construction Phase may include, but is not limited to the following:

1. Supplementing KDOT activities described in Section 1.3 and Section 1.5
2. Performing design services
 - a. Design to 60-75% for purposes of GMP development
 - b. Design Quality Control
 - c. Development of Work Package(s)
 - d. Design and development of construction documents (drawings and specifications) for the Work Package(s)
 - e. Coordination of utility adjustments and relocations
 - f. Any remaining site investigations and surveys
 - g. Address NEPA commitments

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3. Performing other Pre-Construction Work
 - a. Cost estimation and development of Opinions of Probable Construction Cost (OPCC)
 - b. Permitting
 - c. Construction schedule development
 - d. Third-party coordination with Project stakeholders, other contractors, utility owners, and other third parties
 - e. Constructability reviews
 - f. Support in the development and maintenance of a risk register and mitigation plans
 - g. Procurement of long-lead items
 - h. Subcontractor bidding and selection, including DBE subcontracting
 - i. Project-related public information and communication activities which support KDOT's public involvement program
 - j. Development of GMP for Work Packages

KDOT understands that the Design-Builder may identify and request to perform Construction Work for Work Packages concurrent to ongoing Pre-Construction Work for other portions of the Project. In such case, KDOT will review and approve the request to advance a Work Package during the Pre-Construction Phase. No Work Package will be authorized prior to completion of the NEPA process. A GMP will apply for each identified Work Package. Further details will be provided in the RFP. Any Work Package GMPs will be subject to the overall GMP negotiated by the parties for the entirety of the Construction Work.

1.4.3. Role of the Design-Builder – Construction Phase

The Design-Builder will have the opportunity to submit a Guaranteed Maximum Price proposal for construction of the Project. Authorization to proceed with any Construction Work will require an Amendment in accordance with the Progressive Design-Build Contract, which will be contingent on KDOT and Design-Builder agreeing to a GMP and schedule for such work. KDOT may authorize the Design-Builder to perform Work Packages during the Pre-Construction Phase before agreement on the GMP for the entirety of the Construction Work has been agreed upon. The Design-Builder will perform, or cause the Lead Contractor to perform, construction of the Project subject to approval of proposed Work Packages.

The Design-Builder scope of work for the Construction Phase may also include, but is not limited to the following:

1. Project-related public information and communication activities which support KDOT's public involvement program.
2. Coordination with Project stakeholders, other contractors, utility owners, and other third parties.
3. Final Design.
4. Construction Quality Control.
5. Design Quality Assurance.

6. Environmental mitigation and compliance monitoring.
7. Certain environmental permitting.
8. Other permitting necessary for Construction Work.
9. Additional environmental investigations, monitoring, and training associated with or resulting from Design-Builder's activities.
10. Remediation of harmful and hazardous materials (design and construction).
11. Drainage and erosion control.
12. Required clearances, licenses, and permits for areas relating to Design-Builder Work, including work sites and storage areas, both on and off site.
13. Utility coordination and (when required) relocation, removal of abandoned utilities, and protection of existing utilities.

The Design-Builder, or if contracting with its Lead Contractor, the Lead Contractor will be responsible for performing a combined minimum of 30 percent of the Construction Work without subcontracting.

1.5 Role of KDOT

KDOT has performed, or may perform, additional activities to varying extents during the Planning Phase and Pre-Construction Phase as described in the below table.

<i>KDOT Planning Phase and Pre-Construction Phase Activities</i>	<i>Supplemented by Design-Builder?</i>
Retain the services of an ICE.	No
Obtain survey information.	Limited supplement anticipated.
Initiate development of utility agreements.	Yes
Initiate development of permit applications (including environmental permits).	Yes
Initiate development of other agreements (e.g., third-party agreements).	Yes
Initiate preliminary SUE.	Yes
Make available existing geotechnical information.	No
Initiate subsurface geotechnical investigations for portions of the Project.	Yes. Limited initial investigations by KDOT.
Conduct R/W acquisition activities.	No. However, Design-Builder will support development of R/W limits and R/W plans.
Engage in public involvement and outreach activities.	Yes. Activities as requested by KDOT.

Further information regarding KDOT activities will be subsequently provided in the RFP and are provided here for informational purposes only. KDOT's performance of these activities shall in no way relieve the Design-Builder of any of the terms of the Contract, a form of which will be set

forth in the RFP. At KDOT's sole discretion, KDOT may utilize third-party consultants in fulfilling KDOT's rights and responsibilities noted throughout this RFQ, the RFP, and Contract.

Neither the status of these activities nor KDOT's performance of these activities shall in any way relieve the Design-Builder of any of the terms of the RFP or the Contract.

1.6 Contract Type

The Contract will be a progressive design-build contract. A form of Contract is anticipated to be included as part of the RFP issued to Short-Listed Proposers.

1.7 Governing Law

Federal and State of Kansas laws govern this RFQ, the RFP, and the Contract.

1.8 Quality Assurance/Quality Control

The Design-Builder will be required to plan, implement, and maintain a Quality Program for the work. This program shall be developed by the Design-Builder to meet ISO 9001 standards. The ISO 9001 registration is not required. The Design-Builder's Quality Program must follow the requirements of 23 CFR Part 637 and the Contract Documents.

The Design-Builder will be required to perform Quality Assurance, independent from production and Quality Control for all design activities. Design Quality Assurance shall include a documented review of the design processes to assure that all required Quality Control checks and reviews have been performed, that corresponding records are available, and that Quality Control activities were effective to meet requirements.

The Design-Builder will be required to plan and perform Quality Control for all construction activities performed. The Design-Builder's Quality Control plan for construction should include all actions contemplated by the Design-Builder to ensure all Work meets contract requirements.

KDOT will establish and maintain a construction Quality Assurance program, independent of the Design-Builder's production and Quality Control. Additionally, KDOT will establish and maintain an oversight program to monitor and perform audits of the Design-Builder's work.

1.9 Insurance, Licensing, and Permits

KDOT will require the Design-Builder to provide specified insurance, the details of which will be provided in the RFP.

All Persons participating in this procurement or the Contract must obtain all licenses and permits and take all necessary steps to conduct business in the State of Kansas and perform the Work required under the Contract, including proposing and carrying out contracts consistent with the laws of the State of Kansas. If not incorporated in the State of Kansas, the Respondent must register with the Secretary of State's office to do business in the State of Kansas as a foreign corporation not later than the SOQ Due Date identified in Section 2.2. The Respondent shall appoint an individual or organization, other than a government employee, as the corporation's process agent.

The Design Manager, Roadway Design Manager, Structures Design Manager, and MOT Design Manager are required to be a professional engineer licensed in the State of Kansas not later than 30 Days prior to the Proposal Due Date or such other date as may be specified in the RFP.

All licensed professionals identified in the SOQ who are required to be licensed for the Project, are required to be licensed in the State of Kansas not later than 30 Days prior to the Proposal Due Date or such other date as may be specified in the RFP.

1.10 KDOT Pre-Qualification Process

The Lead Contractor, Lead Designer and each Key Personnel Firm shall each be KDOT pre-qualified Contractors or Consultants for all classifications of work for which they intend to perform. Information on KDOT Contractor and Consultant pre-qualification is available here: <https://www.ksdot.org/hwycont.asp> and www.ksdot.org/descons.asp, respectively.

KDOT pre-qualification will not be required at the time of SOQ submittal and will not be used to evaluate SOQs. No later than 30 Days prior to Proposal Due Date or such other date as may be specified in the RFP, all Short-Listed Proposers shall submit to KDOT's Director of Operations all information required in order to become KDOT pre-qualified. Short-Listed Proposers shall coordinate with KDOT, as needed, to verify and validate pre-qualification information to the extent deemed necessary by KDOT until pre-qualification requirements have been satisfied.

Any Short-Listed Proposer with any team member required to be KDOT pre-qualified and that is not able to become KDOT pre-qualified shall not be eligible to submit a Proposal.

1.11 Rules of Contact

The following rules of contact shall apply during the period between issuance of the RFQ and issuance of the RFP.

The rules are designed to promote a fair, unbiased, legally defensible procurement process. KDOT is the single source of information regarding the Contract procurement.

The specific rules are as follows:

1. Contact between the Respondents and KDOT regarding the Project and the procurement shall only occur through the Respondents' two authorized representatives via the Project E-mail. Each Respondent shall submit Form J designating its authorized representatives by the date and time specified in Section 2.2. Respondents shall not contact State officials nor KDOT employees, including department heads, members of the evaluation committee(s), members of KDOT's project management team set forth in Section 1.16, or any official who will evaluate SOQs, regarding the Project or procurement, except through the procedures established in this RFQ.
2. Any contact determined to be improper, at the sole discretion of KDOT, may result in disqualification.
3. All official communication regarding the Project will be disseminated from KDOT on KDOT letterhead or via e-mail from the Project E-mail.
4. KDOT will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process specified herein.

1.12 Respondent Requests for Clarification

KDOT will consider requests for clarification submitted by Respondents regarding the RFQ. Only written requests submitted on FORM I and received through the Project E-mail by the date and time specified in Section 2.2 will be addressed. The e-mail subject shall include “East Kellogg RFQ – [Respondent Name] Requests for Clarification”. Requests will not be accepted by phone. No requests for additional information or clarification to any other KDOT office, consultant, employee, or the FHWA will be considered.

KDOT reserves the right to not consider requests for clarification that do not meet the following requirements: (i) sequentially numbered; (ii) specifically reference the relevant RFQ section, unless such request is of general application (in which case the request for clarification shall so note); and (iii) not identify the Respondent’s (or any of its proposed team member’s) identity in the body of the question.

Requests for clarification must indicate whether the question is a Category 1, 2 or 3 question:

- “Category 1” means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Respondent from submitting an SOQ;
- “Category 2” means an issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Respondent from submitting an SOQ; and
- “Category 3” means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.

For the RFQ phase, KDOT will not accept requests for clarification marked as “confidential,” “proprietary,” or otherwise intended to protect the response to the submitting Respondent or preclude KDOT from addressing the request for clarification, should it so choose, by revising this RFQ by Addendum. KDOT reserves the right to disseminate, by any medium, further guidance regarding submission and treatment of requests for clarification.

KDOT may modify or rephrase requests for clarification as it deems appropriate, may consolidate similar requests for clarification, and may include requests for clarification that it develops independent of the Respondents. KDOT may issue multiple sets of responses at different times during the procurement.

KDOT anticipates that its responses to requests for clarification will be provided through an Addendum to this RFQ; however, KDOT may elect, in its sole discretion, to respond specifically in writing to requests for clarification. Any written responses from KDOT will be delivered to all Respondents via posting to the Project website at <https://eastkellogg.ksdotike.org/>.

Respondents are encouraged to submit questions as soon as possible following issuance of this RFQ or any Addendum, bearing in mind the deadlines set forth in Section 2.2.

1.13 RFQ Addenda

The RFQ will only be modified in writing by KDOT. If necessary, KDOT will issue Addenda to modify conditions or requirements of the RFQ. The Respondent is responsible for the Project website at <https://eastkellogg.ksdotike.org/> regularly to obtain the most current information.

1.14 Notification of Firms on the Short-List; Organizational and Personnel Changes

Each Respondent will be notified in writing whether it has been selected as a Short-Listed Proposer. Please see Section 2.2 for the anticipated date of such notification.

Respondents are advised that in order for a Respondent to remain qualified to submit a Proposal after it has been designated a Short-Listed Proposer, pursuant to a State statute, its organization, including the Lead Contractor, Lead Designer, and any other Person identified in the SOQ as part of, or to be part of, the ultimate Design-Builder's team and scored as part of the SOQ evaluation process, must remain intact for the duration of the procurement process unless otherwise approved by KDOT under the provisions of this RFQ or subsequent RFP. A Respondent may propose substitutions for Respondent's required and otherwise identified team members after the SOQ submittal. However, such changes will require prior written approval by KDOT, which approval may be granted or withheld in KDOT's sole discretion. The Respondent should carefully consider the make-up of its team prior to submittal of the SOQ to reduce the likelihood of any such changes during the Proposal period and thereafter throughout the term of the Contract.

1.15 Costs

Respondents are solely responsible for all costs and expenses of any nature associated with responding to the RFQ, including attending briefing(s), and providing supplemental information.

1.16 Organizational Conflicts

The Respondent's attention is directed to 23 CFR Section 636 Subpart A, and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

The Respondent is prohibited from receiving any advice or discussing any aspect relating to the Project or the procurement of the Contract with any Person with an organizational conflict of interest. Each of the following circumstances shall be deemed an organizational conflict of interest disqualifying the affected Respondents:

1. Participation by any Lead Contractor, Lead Designer or Key Personnel Firm* on more than one Respondent's team.
2. Participation by an Affiliate of any Lead Contractor, Lead Designer or Key Personnel Firm* on another Respondent's team.

* Key Personnel Firms that employ only the Project Controls Manager or only the Utility Coordinator may, however, participate on more than one Respondent team. If a Key Personnel Firm employs more than one Key Personnel, then, notwithstanding that one of the Key Personnel may be the Project Controls Manager or the Utility Coordinator, such Key Personnel Firm shall be subject to the foregoing restriction on participation.

All Respondents subject to the conflict of interest will be disqualified, even if a Respondent is unaware of the conflict of interest.

Members of KDOT's project management team (Garver, Ballard Spahr LLP, Burns & McDonnell, and the ICE for the Project) may not participate on any Respondent team.

Respondents must include a full disclosure of all potential organizational conflicts of interest in their SOQ, 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. Respondents shall utilize FORM H to disclose all conflicts of interest, including all present or planned contractual arrangements with KDOT's project management team. Respondents shall, in their disclosure, identify planned efforts to avoid, neutralize, or mitigate any potential conflict of interest between such entity's or person's role for KDOT on the Project and such other contractual arrangement(s) with the Respondent.

Each Respondent must include a completed Form H disclosing all organizational conflicts of interest in SOQ, Volume 1 (Administrative/Legal Submittal Requirements). If no organizational conflict of interest exists, Respondents may indicate the same on FORM H. Respondent may disclose organizational conflicts of interest for KDOT review prior to SOQ submission utilizing FORM H. Any FORM H submissions made prior to the SOQ Due Date shall be submitted in accordance with the process described in Section 1.11 and be labeled "Pre-SOQ Submission". Copies of any FORM H submitted prior to the SOQ Due Date shall also be included in the SOQ, Volume 1 (Administrative/Legal Submittal Requirements).

Each Respondent has a continuing obligation during the procurement to notify KDOT of any organizational conflicts of interest that are discovered after the SOQ Due Date identified in Section 2.2. If an organizational conflict of interest is discovered after the SOQ Due Date identified in Section 2.2, the Respondent must make an immediate and full written disclosure to KDOT utilizing FORM H. Any FORM H submissions made after SOQ submission shall be submitted in accordance with the process described in Section 1.11 and be labeled "Post-SOQ Submission".

If an organizational conflict of interest is determined to exist, KDOT may, in its sole discretion, disqualify the Respondent from the procurement process. If the Respondent was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to KDOT utilizing the prescribed form of notification in this RFQ or a subsequent RFP, KDOT may terminate the Contract for default.

1.17 Ineligible Firms

No Person that has been disbarred or suspended from bidding or is otherwise ineligible for State contracts may participate on any Respondent team. Respondents will be required to certify, and indicate exceptions to, the following at the time of submitting both its SOQ and its Proposal and KDOT, in its sole discretion, may reject an SOQ on the basis of any such exception:

1. Respondent is not currently suspended, debarred, voluntarily excluded, or disqualified from bidding by any federal or state agency.
2. Respondent has not been suspended, debarred, voluntarily excluded, or disqualified from bidding by any federal or state agency within the past three years.

3. Respondent does not have a proposed debarment pending.
4. Respondent, within the past three years, has not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty.
5. Respondent is not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty.
6. Respondent has not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.
7. Respondent is not currently seeking protection under any bankruptcy laws.
8. Respondent has not sought protection under bankruptcy laws in the past five years.

1.18 Confidentiality Requirements; Kansas Open Records Act

Non-Disclosure Requirement: The Respondent may be given access to records that are confidential under State laws, solely for the purpose of performing the required services under the Contract. Each Short-Listed Proposer will be required to sign a non-disclosure prior to its receipt of the RFP obligating the Lead Contractor, Lead Designer, Key Personnel Firms and all other employees, agents, or Subcontractors of the Respondent not to make inappropriate use of or improperly disclose any of the contents of such documents.

Non-Public Process: The procurement will be conducted in accordance with the Kansas Open Records Act (KORA), 45-201, et seq. All records related to this procurement shall be treated as confidential to the extent allowed by K.S.A. 45-221. All records related to this procurement, including, but not limited to, SOQs, evaluation and Short-Listed Proposer procedures, Proposals, evaluation and selection procedures, and any records created during the evaluation and selection process, will remain protected records until the Contract has been executed by all necessary officials of the Design-Builder and the State, except for KDOT's right to publicly disclose certain information about the SOQs, such as the name and member of each team.

Public Information: All records pertaining to this procurement will become public information after execution of the Contract unless such records are determined to be protected under KORA. Any records marked as protected by a Respondent in its SOQ or a Short-Listed Proposer in its Proposal, will be returned to the Respondent or unsuccessful Proposer after the Contract with the Design-Builder has been executed and delivered.

Protected Records: If the Respondent submits information in its SOQ that it believes to be protected records under KORA and that it wishes to protect from disclosure, the Respondent must do all of the following:

1. Clearly and conspicuously mark all financial information, trade secrets, or other information customarily regarded as confidential business information as such in its SOQ at the time the SOQ is submitted and include a cover sheet identifying each section and page which has been so marked. The identification for such information should be marked "Confidential Business Information."
2. Include a statement with its SOQ justifying the Respondent's determination that certain records are protected for each record so defined.

3. Defend any action, in its sole expense, that seeks the release of the records the Respondent believes to be protected, and indemnify, defend, and hold harmless KDOT and the State, their agents, and employees from any judgments awarded against KDOT or the State in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives KDOT's cancellation or termination of this procurement or award and subsequent execution of a Contract. In submitting an SOQ, the Respondent agrees that this indemnification survives as long as the protected records are in possession of KDOT or the State.

Unless otherwise provided by law, confidential business information provided to KDOT is not subject to inspection at any time by third persons under 45-221, KORA.

2) PROCUREMENT PROCESS

2.1 Overall Procurement Process

The procurement of the Contract will be in accordance with laws and rules of the United States and State of Kansas, using a best-value competitive selection process. The intent of KDOT is to award the Contract to the Short-Listed Proposer that provides the Proposal with the best value transportation solution based upon the goals set forth in the RFP.

The procurement process will include two steps:

1. RFQ: Determination of Short-Listed Proposers based on SOQs submitted by Respondents.
2. RFP: Selection of Design-Builder from the Short-Listed Proposers that submitted responsive Proposals.

2.1.1. RFQ

SOQs submitted in response to this RFQ must include a response sufficient to evaluate against each pass/fail and technical evaluation factor. KDOT will identify which Short-Listed Proposers will be invited to submit Proposals from among the Respondents based on evaluation of pass/fail and technical factors set forth herein.

As part of the SOQ evaluation, each Respondent may be required to participate in a confidential interview with KDOT to provide KDOT with additional context regarding the Respondent's SOQ. If KDOT determines to hold interviews during the RFQ process, Respondents will be notified in a written Addendum.

2.1.2. RFP

The RFP will provide further specific instructions to the Short-Listed Proposers on what to submit, the pass/fail and other evaluation factors, the objectives and requirements for evaluation, and the evaluation rating guidelines for consideration of submitted Proposals.

In general, Proposers will be required to submit a technical proposal and a price proposal. The technical proposal score will be significantly more important than the price proposal score in the determination of best value. The technical proposal is anticipated to include a description of the Proposer's: 1) general approach to the Project; 2) approach to the Planning Phase; 3) approach to the Pre-Construction Phase; and 4) approach to the Construction Phase.

Points for the Technical Proposal will be distributed across these four elements. KDOT anticipates allocating the least amount of points to the general approach and progressively increasing points to each subsequent phase with the Construction Phase having the highest point allocation. Scoring will reflect KDOT's assessment of the Proposer's understanding of and/or approach to the following items, among others that may be identified in the RFP: the Project; KDOT's goals; the progressive design-build delivery method; engagement of Project personnel; coordination and collaboration with KDOT, consultants, stakeholders and other third parties; the scope of work; effective processes for design and construction; safety and quality assurance; and innovative concepts, processes, and management strategies.

The RFP process will include mandatory confidential one-on-one meetings between each Short-Listed Proposer and KDOT. The details of such one-on-one meetings will be further set forth in the RFP. The RFP process will also include mandatory confidential interviews between each Short-Listed Proposer and KDOT. Such interviews are intended to provide KDOT with additional context regarding the Short-Listed Proposer's Proposal and may be scored. Further details regarding interviews and any associated scoring will be set forth in the RFP.

2.2 Procurement Schedule

The following represents the current procurement schedule. This schedule is subject to change at the sole discretion of KDOT.

Milestone	Date and Time (all times Central)
RFQ Issuance	April 28, 2022
Deadline for Respondent Submittal of <u>Form J</u> (Designation of Respondent's Authorized Representatives) to initiate opportunity to submit Requests for Clarification	May 24, 2022 at 2:00 p.m.
Deadline for Respondent Submittal of Requests for Clarification to KDOT for RFQ using Form I ¹	May 24, 2022 at 2:00 p.m.
RFQ Addendum Issuance	June 6, 2022
Deadline for Respondent Submittal of Requests for Clarification to KDOT for RFQ Addendum using Form I ¹	June 20, 2022 at 2:00 p.m.
RFQ Addendum Issued (as needed)	June 27, 2022
Deadline for Respondent Submittal of <u>Form J</u> (Designation of Respondent's Authorized Representatives) to submit SOQ	July 5, 2022 at 2:00 p.m.

¹ Completion and submission of Form J (Designation of Respondent's Authorized Representatives) is a condition precedent to submitting Request for Clarifications

Milestone	Date and Time (all times Central)
SOQ Due Date ²	July 11, 2022 at 2:00 p.m.
Publish List of Short-Listed Proposers	July 28, 2022
RFP Issuance	July 29, 2022
Deadline for Respondent Submittal of Requests for Clarification for RFP	August 10, 2022 at 2:00 p.m.
One-on-One Meetings	August 15, 2022 – August 18, 2022
RFP Addendum Issued	August 29, 2022
Deadline for Respondent Submittal of Requests for Clarification for RFP Addendum	September 2, 2022 at 2:00 p.m.
Deadline for Submittal of Organizational and Key Personnel Changes for KDOT Approval	September 8, 2022 at 2:00 p.m.
Proposal Due Date	September 20, 2022 at 2:00 p.m.
Proposer Interviews	October 3, 2022 – October 5, 2022
Selection of Apparent Best Value Proposer	October 10, 2022
Anticipated Execution of Contract	November 7, 2022

3) SOQ EVALUATION PROCESS

3.1 Review and Evaluation of the SOQ

The information submitted in accordance with Section 4 will first be evaluated for responsiveness as set forth in Section 3.1.1, then against the pass/fail factors listed in Section 3.1.2 and then qualitatively against the technical criteria provided in Section 5.

This Section 3.1 outlines the evaluation factors for the RFQ phase of the procurement. This information is intended to assist Respondents in organizing their teams and preparing their SOQs.

² Completion and submittal of Form J (Designation of Respondent's Authorized Representatives) by July 5, 2022 is a condition precedent to submitting an SOQ

3.1.1. Responsiveness

The Respondent's SOQ does not deviate from the RFQ requirements in any material respect. Any material modification to the forms or incomplete forms may result in the SOQ being deemed non-responsive.

3.1.2. Pass/Fail Evaluation

KDOT will only evaluate a SOQ against the pass/fail factors if the SOQ has been determined by KDOT to be responsive to the requirements of this RFQ as set forth in Section 3.1.1.

Following KDOT's determination of responsiveness under Section 3.1.1 and without limiting the requirements pertaining to the content, organization, assembly, and format outlined in Section 4.3, KDOT will evaluate each SOQ based upon the following pass/fail criteria:

- (1) The Respondent has presented evidence showing the makeup of its organization and evidence that its organization has the legal ability to enter into and perform the Contract to deliver the Project utilizing a progressive design-build model and comply with State licensing requirements;
- (2) The Respondent, the Lead Contractor, Lead Designer and each Key Personnel Firm is not currently disqualified, removed, debarred, or suspended from performing or bidding on work for the United States federal government, the State of Kansas or any other state or territory of the United States, or any governmental entity, instrumentality or authority;
- (3) The information disclosed in FORM C-1 (Certification) does not, in KDOT's sole determination, materially adversely affect the Respondent's responsibility, including its integrity and ability to carry out the Project responsibilities potentially allocated to it;
- (4) The information disclosed in FORM C-2 (Past Performance) does not, in KDOT's sole determination, materially adversely affect the Respondent's responsibility, including its integrity and ability to carry out the Project responsibilities potentially allocated to it; and
- (5) The Respondent demonstrates, in KDOT's sole determination, that the prospective team is capable of obtaining bonds and/or letters of credit in the amount set forth in Section 4.3.3.

An SOQ that fails to achieve a "pass" rating on any pass/fail element will be deemed unacceptable, which will result in the Respondent not being selected as a Short-Listed Proposer.

3.1.3. Qualitative Evaluation

Each responsive SOQ passing all of the "pass/fail" requirements set forth in Section 3.1.2 above will be qualitatively evaluated and scored according to the criteria set forth in Section 5.

3.2 Department Requests for Clarification

The Respondent shall provide accurate and complete information to KDOT. If information is not accurate or complete, KDOT may declare the SOQ non-responsive, which will bar the Respondent from being a Short-Listed Proposer.

KDOT may, however, in its sole discretion, allow certain deficiencies in the SOQs to be corrected through clarifications, as described below. KDOT may also, in its sole discretion, waive technical irregularities in the Respondent's SOQ that do not materially alter the quality or quantity of the information provided. In each case, KDOT shall have no obligation to allow a Respondent to cure deficiencies or waive technical irregularities.

KDOT may, in its sole discretion, request clarifications and/or supplemental information from Respondents during the SOQ evaluation and short-listing process. If a response is not provided, or a provided response is insufficient or incomplete, then KDOT may declare the SOQ non-responsive.

All responses to any KDOT-issued requests for clarification shall be in writing and delivered via e-mail or as otherwise specified in KDOT's request for clarification. Responses shall be limited to answering the specific information requested by KDOT. Responses shall be submitted by the Respondent within three Days of receipt of the request from KDOT, except as otherwise specified in writing by KDOT.

3.3 Determination of Short-Listed Proposers

KDOT will short-list up to four Respondents. Failure to identify at least two Short-Listed Proposers may result in re-solicitation.

The decision of KDOT on the number and identify of the Short-Listed Proposers shall be final and shall not be appealable, reviewable, or reopened in any way, except as provided in Section 6. Parties participating in the RFQ phase of this procurement shall be deemed to have accepted this condition and all other requirements of this RFQ.

4) SOQ SUBMITTAL REQUIREMENTS

4.1 Date and Time of Receipt

All SOQs must be received no later than 2:00 p.m. (Central Time) on the day specified in Section 2.2. Late submittals will not be considered.

4.2 Form of Submission

SOQs shall be submitted to the Project E-mail no later than the date and time specified in this RFQ. The subject line for each e-mail shall adhere to the following format, including the sequential number for each e-mail as well as the total number of e-mails transmitting the SOQ components. For example, if Respondent transmits two total e-mails comprising its SOQ to KDOT the subject line of the first e-mail would be "East Kellogg SOQ – [Respondent Name] – 1 of 2". Respondents shall limit the file size of its SOQ to 5MB. KDOT will not evaluate any SOQ submissions exceeding the aforementioned file size.

Only bookmarked PDF files of the SOQ shall be submitted. If more than one PDF attachment comprising Respondent's SOQ is transmitted to KDOT, Respondent shall ensure that each PDF is separated by volume with the cover of each volume of the SOQ referencing (1) the Project name "US-54/US-400 – Sedgwick and Butler Counties Project" (2) Project number 54-106 KA-6535-03 and (3) volume number. The bookmarks shall be organized as set forth in Section 4.3.

Each Respondent shall be responsible for obtaining a written receipt from the Procurement Manager upon delivery of its SOQ. The official time of KDOT's receipt of the SOQ shall be the timestamp upon KDOT's receipt of the final e-mail transmittal of an SOQ from a Respondent. It is the Respondent's sole responsibility to ensure delivery of its SOQ to KDOT at the time and place specified herein, and KDOT shall have no liability or responsibility, therefore.

All pages of the SOQ (with the exception of the organization chart described in Section 4.3.2.1(Organization)) shall be 8.5" x 11", with a margin of no less than one inch provided on all pages (excluding header/footer text). Minimum font size shall be 11-point; however, 10-point text is permissible on charts, graphs, and tables.

The entirety of the SOQ, including the audited financial statements, shall be in English.

4.3 SOQ Volumes and Organization

4.3.1. Administrative/Legal Submittal Requirements (Volume 1)

Volume 1 of the SOQ shall include a Cover Letter in the form of FORM A (Cover Letter), including all required attachments thereto. Volume 1 shall also include FORM B (Respondent's Organization Information), FORM C-1 (Respondent Certification), FORM C-2 (Past Performance), any submitted FORM H (Conflict of Interest Disclosure), and, in each case, all required attachments relevant to each form. The contents of Volume 1 shall be organized in the order set forth in this Section 4.3.1.

4.3.2. Technical Submittal Requirements (Volume 2)

4.3.2.1. Organization

The requirements and information to be submitted, in the order noted below, in Volume 2 of the SOQ are as follows:

1. Provide the organization and communication structure among the Lead Contractor, the Lead Designer, each Key Personnel Firm, each Key Personnel, and, if applicable, any other Subcontractor identified in the SOQ. This information may be submitted in a one-page organization chart. An 11" x 17" format is acceptable for the organization chart only. All other pages shall conform to the 8.5" x 11" requirement, including specifically the narrative associated with the organizational chart.
2. Provide a one-page narrative that describes the personnel resources and equipment resources the team has available for the design and construction of the Project.

4.3.2.2. Experience of the Firms

In addition to the requirements and information set forth in Section 4.3.2.1 above, Volume 2 of the SOQ shall also contain the following:

1. Provide a separate summary of the background and experience of the Lead Contractor, Lead Designer and Subcontractors identified on FORM F. Identify and describe how partnerships and collaboration have been used effectively in project development and implementation. Format the summaries at the discretion of the Respondent. Page limit: Six pages, including two pages maximum for the Lead Contractor two pages maximum

for the Lead Designer, and two pages maximum for all Subcontractors identified for the Respondent team on FORM E.

2. Project Description(s) (FORM E). Show the firm's experience by providing three past project descriptions for each of the Lead Contractor and the Lead Designer. A maximum of two projects for each of the Lead Contractor and Lead Designer may be non-transportation related so long as they demonstrate experience with progressive design-build or construction manager / general contractor delivery. Highlight experience in the past 10 years relevant to the Project. Describe those projects having a scope comparable to that anticipated for the Project, specifically considering design/construction of retaining walls, management of soil settlement during construction, utility coordination, MOT during construction, incorporation of aesthetic features and management of post-construction storm water issues (e.g., MS4 requirements). Additionally, provide examples where the firm has added value through innovative strategies, including use of effective risk management, value engineering, and alternative technical concepts. Attach a completed FORM E for each project to the respective firm's background and experience summary. FORM E may be expanded to a maximum of three pages for each project description.
3. Subcontractor Information (FORM F). Identify Subcontractors that the Respondent plans to use (to the extent they are known), indicating what portion of the work each Subcontractor is anticipated to undertake.

4.3.2.3.Key Personnel Experience and Availability

In addition to the requirements and information set forth in Section 4.3.2.1 and Section 4.3.2.2 above, Volume 2 of the SOQ should also contain the following:

1. Provide requested information on Key Personnel. This information shall be submitted on the Key Personnel Information (FORM D-1, FORM D-2A and FORM D-3A). If more than one Key Personnel position is filled by the same person, so indicate.
2. Submit resumes outlining Key Personnel experience and qualifications in the form of FORM D-2A (Key Personnel Resumes). Using FORM D-3A, provide three references for the Project Manager and two references for all other Key Personnel. Indicate the name, position, company or agency, and current phone number and email address for each reference. References shall be owners or clients for whom the Key Personnel have performed project work in the past 10 years. References shall not be current employers of the Key Personnel. References shall not be past employers of the Key Personnel except for past employers classified as owners or clients at the time of the Key Personnel's employment with that owner or client.

Key Personnel shall meet the following qualifications:

- a. **Project Manager:** Shall have a minimum of 10 years of experience in construction and management of design and construction, on highway projects. Project Manager shall hold a full-time position within the Design-Builder's organization with authority to make decisions affecting any aspect of the Project.
- b. **Design Manager:** Shall be a Professional Engineer licensed in the State of Kansas, or licensed in the State of Kansas not later than 30 Days prior to the Proposal Due Date or such other date as may be specified in the RFP, who is a direct, full-time

- employee of the Lead Designer and shall have a minimum of 10 years of experience in managing design for multidisciplinary highway projects
- c. **Construction Manager:** Shall have a minimum of 10 years of experience in construction and construction management on highway projects.
 - d. **Roadway Design Manager:** Shall be a Professional Engineer licensed in the State of Kansas, or licensed in the State of Kansas not later than 30 Days prior to the Proposal Due Date or such other date as may be specified in the RFP, and shall have a minimum of 10 years of experience in roadway design on highway projects.
 - e. **Structures Design Manager:** Shall be a Professional Engineer licensed in the State of Kansas, or licensed in the State of Kansas not later than 30 Days prior to the Proposal Due Date or such other date as may be specified in the RFP, and shall have a minimum of 10 years of experience in bridge design, including steel and concrete superstructures, continuous multi-span bridges, and curved bridges, on highway projects.
 - f. **MOT Design Manager:** Shall be a Professional Engineer licensed in the State of Kansas, or licensed in the State of Kansas not later than 30 Days prior to the Proposal Due Date or such other date as may be specified in the RFP, and shall have a minimum of 8 years of experience in conceiving and implementing MOT strategies during construction of multidisciplinary highway projects.
 - g. **Utility Coordinator:** Shall have a minimum of 10 years of experience in coordinating and resolving complex utility relocations with utility companies and local agencies, local governments, design engineers and construction staff regarding requirements of the associated agreements, on highway projects.
 - h. **Project Controls Manager:** Shall be a direct, full-time employee of the Respondent, Lead Contractor, Lead Designer or a Key Personnel Firm and have a minimum of 10 years of experience in project controls, including risk management, construction cost estimating, document control, and critical path method scheduling using Microsoft Project and Primavera or equivalent on highway projects.

ADDITIONAL KEY PERSONNEL: Respondent may identify up to two additional key personnel in its SOQ. Any additional key personnel identified by a Respondent in its SOQ (“Additional Key Personnel”) shall be indicated as such on FORM D-1 and resume information for such Additional Key Personnel shall be provided using FORM D-2B. Respondent shall also provide two references using FORM D-3B for any Additional Key Personnel, subject to the restrictions in Section 4.3.2.3.

4.3.3. Financial Submittal Requirements (Volume 3)

In Volume 3 of the SOQ, Respondent shall provide a letter from a Surety(ies) or insurance company in the form of FORM G (Surety Letter/Certificate and Acknowledgement) indicating that the surety(ies) has/have reviewed the Respondent’s and relevant entities’ financial statements, works in progress and other diligence information and are of the opinion that the Respondent (presumed as ultimate Design-BUILDER) could obtain both a performance and a payment bond, each with a penal sum of not less than \$225 million. If the ultimate Design-BUILDER is to be a joint venture, partnership, limited liability company, or other association, then separate FORM Gs 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.

The surety(ies) letter shall also indicate that based on the information reviewed the surety is comfortable that the Respondent understands the bonding requirements of Alternative Delivery. Furthermore, the surety(ies) shall expressly agree and acknowledge that if the Respondent is short-listed, the surety(ies) shall perform further diligence about whether they can offer the payment and performance bond required of the Design-Builder under the Design-Build Contract. The performance and payment bond may not be in excess of the cumulative underwriting limitation listed in the circular of the underwriting capacities of the Design-Builder's surety companies. Letters indicating "unlimited" bonding/security capability are not acceptable.

The performance bond and the payment bond will be required to be in place for the successful Proposer at the time of Contract execution.

Respondent shall also provide the latest copy of an audited financial statement (no more than one year old) with accompanying notes attached for the Respondent or, if respondent is a joint venture, partnership, limited liability company, or other association, then each member or partner of the Respondent. An audited financial statement with accompanying notes of a parent company guarantor may be substituted. A financial statement that is not audited is not acceptable. A letter verifying availability of a line of credit is not a substitute for the required financial statement.

5) EVALUATION CRITERIA

The maximum available score for an SOQ are described below. The administrative/legal submittal requirements and the financial submittal requirements will only be evaluated on a pass/fail basis. As a result, only the technical submittal requirements outlined in Section 4.3.2 will be evaluated qualitatively. Categories and subcategories set forth in this Section 5 appear in order of priority.

Evaluation Criteria	Maximum Score
Firm Experience	40 points
Key Personnel Experience (excluding Additional Key Personnel bonus points)	40 points
Respondent Organization	20 points
Total	100 points

As part of KDOT's evaluation of the Key Personnel Experience, Respondent may receive a maximum of 5 bonus points for inclusion of exceptional Additional Key Personnel in its SOQ. Refer to Section 5.2 below for additional details.

5.1 Firm Experience

KDOT will evaluate the extent to which the Respondent's experience:

- a. Demonstrates experience relevant to the size, complexity, and composition of the anticipated Project in the areas of design / construction of highways, highway structures (including retaining walls) and suburban interchanges; utility coordination/relocation; and construction using innovative designs, methods, or materials.
- b. Demonstrates relevant experience that will improve the likelihood of successful

project delivery.

Experience on completed projects and projects using Alternative Delivery (including progressive design-build, construction manager/general contractor, and design-build) will be given more weight than other projects. Progressive design-build experience is not required; however, KDOT will consider experience and knowledge in Alternative Delivery, including progressive design-build, in determining the Short-listed Proposers. Respondents with successful progressive design-build delivery experience will score higher in this category than Respondents without progressive design-build experience, assuming other factors relevant to firm experience demonstrated in the SOQ are equal. Alternatively, Respondents with successful progressive design-build delivery experience may score lower in this category than Respondents without progressive design-build experience, if other factors relevant to firm experience demonstrated in the SOQ are not equal. In accordance with this Section 5.1, KDOT will consider all relevant firm experience that demonstrates the likelihood of successful project delivery in its evaluation and scoring.

5.2 Key Personnel Experience

Key Personnel will be evaluated based on:

- a. The extent to which the required Key Personnel meet or exceed minimum requirements for qualifications and experience;
- b. The extent to which the experience of each Key Personnel included work of a similar scope, nature, and complexity as the Project; and
- c. The extent to which the Respondent-identified Additional Key Personnel provide experience that is likely to facilitate and improve successful delivery of the Project. Key Personnel are preferred to have experience on Alternative Delivery projects.

Respondent may include up to two Additional Key Personnel in its SOQ for KDOT's consideration during the evaluation process. Two exceptional Additional Key Personnel will earn Respondent a total of 5 bonus points for this category of evaluation. Respondent is not required to provide any Additional Key Personnel, and Respondent is not guaranteed to receive the full allotment of bonus points if it does provide Additional Key Personnel. KDOT will consider the qualifications and benefit to the project and project delivery for any Additional Key Personnel included in an SOQ. A Respondent may receive the full 40 points for this category with or without including Additional Key Personnel. A Respondent may also receive less than the full 40 points for this category, even if it includes Additional Key Personnel in its SOQ.

5.3 Respondent Organization

The Respondent team's organization will be evaluated based on the extent to which such organization:

- a. Demonstrates an efficient structure consistent with the progressive design-build methodology that will facilitate effective coordination and collaboration with KDOT, its consultants, and stakeholders;
- b. Demonstrates capacity to provide appropriate personnel and equipment resources to successfully perform the work and an organizational structure that allows effective and efficient management of the resources; and

- c. Is likely to facilitate successful delivery of the Project.

6) PROTESTS

This section sets forth the exclusive protest remedies available with respect to this RFQ. Each Respondent, by submitting its SOQ, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Respondent. If a Respondent disregards, disputes, or does not follow the exclusive protest remedies set forth in this RFQ, it shall indemnify, defend, and hold KDOT, its directors, officers, officials, employees, agents, representatives, and consultants harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages incurred or suffered as a result of such Respondent's actions. The submission of an SOQ by a Respondent shall be deemed the Respondent's irrevocable and unconditional agreement with such indemnification obligation.

6.1 Written Protests Only

All protests must be in writing, whether related to pre-award, award, or post-award phases of the procurement process. Protests regarding this RFQ shall be filed only after the protestor has notified the Procurement Manager at the Project E-mail address and has informally discussed the nature and basis of the protest with the Procurement Manager in an effort to remove the grounds for protest.

Should informal discussions between the protestor and the Procurement Manager be unsuccessful, formal written protests shall be submitted to the Protest Official at the following address:

Kansas Department of Transportation
Attn: Greg Schieber
Director of Project Delivery
Dwight D. Eisenhower State Office Building
700 SW Harrison Street
Topeka, KS 66603-3745

Any protest not set forth in writing within the time limits specified in these procedures is null and void and shall not be considered.

The Protest Official may, in his/her discretion, discuss the written protest with the protestor prior to issuance of the Protest Official's written decision. The protestor shall have the burden of proving its protest by clear and convincing evidence. Unless the Protest Official desires it, no hearing will be held on the protest, but it shall be decided, on the basis of the written submissions, by the Protest Official or his/her designee. The Protest Official or his/her designee shall issue a written decision regarding any protest to each Respondent. The protestor agrees that any appeal of the decision of the Protest Official shall be filed within seven Days of receipt of the decision. Respondent agrees that if the Respondent does not appeal the Protest Official's decision within seven Days, the decision shall be deemed to be final agency action pursuant to the Kansas Judicial Review Act, K.S.A. 77-601, et seq.

6.2 Protest Contents

All protests must include the following:

1. The name and address of the Respondent.
2. The Project name and Contract number.
3. A detailed statement of the nature of the protest and the grounds on which the protest is made.
4. All factual and legal documentation in sufficient detail to establish the merits of the protest. Protests must be provided under penalty of perjury.

The protestor must demonstrate or establish a clear violation of a specific law or regulation, or alleged improprieties in the RFQ process.

The Protest Official will not be obligated to postpone the SOQ Due Date, Short-Listed Proposer announcement, or RFP Issuance Date in order to allow a protestor an opportunity to correct a deficient protest or appeal, unless otherwise required by law or regulation.

If the protest is denied, the protestor shall be liable for KDOT's costs reasonably incurred in any action to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by KDOT as a consequence of the protest. If the protest is granted, KDOT shall not be liable for payment of the protestor's costs.

6.3 Protest Prior to SOQ Due Date

Protests prior to the SOQ Due Date shall be filed with the Protest Official within seven Days after the protester knew, or should have known, of the actions that it alleges constitute the grounds for the protest.

The Protest Official will promptly make a determination in writing regarding the validity of a protest filed prior to the SOQ Due Date and whether or not the RFQ process should be delayed beyond the scheduled SOQ Due Date.

If the Protest Official determines that the scheduled SOQ Due Date should be delayed, all Respondents will be notified by written Addendum of the delay and the reason thereof.

If the protest is determined to be valid, the Protest Official will respond in writing to each material issue raised in the protest in a timely manner prior to KDOT's proceeding with the procurement process.

The failure of a Respondent to file a basis for a protest regarding this RFQ shall preclude consideration of that ground in any protest of a selection unless such ground was not, and could not, have been known to the Respondent in time to protest prior to the final date for such protests.

The failure of a Respondent to file a basis for a protest regarding this RFQ shall preclude consideration of that ground in any protest of a selection unless such ground was not, and could not, have been known to the Respondent in time to protest prior to the final date for such protests.

6.4 Protest Prior to Announcing the Short-Listed Proposers

When a protest or appeal has been filed in a timely manner with the Protest Official prior to announcing the Short-Listed Proposers, KDOT, in its sole discretion, may announce the list of Short-Listed Proposers before or after resolution of the protest or appeal.

6.5 Protest Regarding Short-Listed Proposer Decision

If the decision regarding the Short-Listed Proposers is being protested, a protestor shall protest in writing to the Protest Official as soon as practical, but not later than seven Days after the protestor knew or should have known it was not included as a Short-Listed Proposer. If the protest has been filed in a timely manner, the Protest Official will promptly make a determination in writing regarding the validity of the protest and whether or not the procurement should be delayed or the Short-Listed Proposers considered for revision.

If the procurement is delayed, all Respondents will be notified of the delay. The Protest Official will respond in writing to each material issue raised in the protest in a timely manner prior to proceeding further with the procurement process.

KDOT will not proceed with the procurement for seven Days after the decision is rendered by the Protest Official unless the protester waives in writing its right to appeal the Protest Official's decision or, if the decision is appealed, until seven Days after receipt of the Protest Committee's decision as provided in Section 6.6 below.

Should a protestor wish to appeal the decision of the Protest Official concerning any Short-Listed Proposer, a protestor shall follow the procedures as outlined in Section 6.6.

6.6 Right of Appeal

In the event that a protestor receives an unfavorable decision from the Protest Official to its protest, the protestor shall have the right to appeal the decision of the Protest Official by submitting a written appeal to the State Transportation Engineer or designee within seven Days after receipt of the decision of the Protest Official. The State Transportation Engineer, or designee, will appoint a Protest Committee of at least three members to review the protest and the decision of the Protest Official.

The Protest Committee will notify the protester in writing in a prompt manner of its decision regarding the protest and the appeal. If the protest and appeal were timely filed, KDOT will not proceed with the procurement for seven Days after the decision is rendered by the Protest Committee unless a protester waives in writing its right to appeal the Protest Committee's decision.

If the matter is not resolved after the appeal, the protestor may continue the protest only by appeal to judicial authority. KDOT's decision after review and the appeal constitutes final agency action under the Kansas Judicial Review Act, KSA77-601 et seq.

If the protester appeals KDOT's decision pursuant to the Kansas Judicial Review Act, KDOT may, in its sole discretion, proceed with the procurement process unless otherwise ordered by the court.

7) DEPARTMENT RIGHTS AND DISCLAIMERS

7.1 Department Rights

KDOT may investigate the qualifications of any Respondent under consideration, may require confirmation of information furnished by a Respondent, and may require additional evidence of qualifications to perform the Work described in this RFQ. KDOT reserves the right, in its sole and absolute discretion, to do the following:

1. Reject any or all SOQs.
2. Issue a new RFQ.
3. Cancel, modify, or withdraw the RFQ.
4. Not issue an RFP after the SOQ Due Date, including after announcement of the Short-Listed Proposers.
5. Respond or not respond to Respondent requests for clarification.
6. Issue Addenda, supplements, and modifications to this RFQ.
7. Modify the RFQ process (with appropriate notice to Respondents).
8. Appoint evaluation committee(s) and evaluation team(s) to review SOQs and seek the assistance of outside subject-matter experts in the SOQ evaluation.
9. Approve or disapprove the use of particular Subcontractors and/or substitutions and/or changes in SOQs.
10. Revise and modify, at any time before the SOQ Due Date, the factors it will consider in evaluating SOQs, and otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, KDOT will circulate an Addendum to all Respondents setting forth the changes to the evaluation criteria or methodology. KDOT may extend the SOQ Due Date if such changes are deemed by KDOT, in its sole discretion, to be material and substantive.
11. Hold meetings and exchange correspondence with the Respondents to seek an improved understanding and evaluation of the SOQs. If individual Respondent informational meetings are held, all Respondents submitting a responsive SOQ shall be given an opportunity to have such meetings.
12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the SOQs.
13. Waive weaknesses, informalities, and minor irregularities in SOQs.
14. Request clarification regarding any content of a Respondent's SOQ.
15. Disqualify any team that changes its SOQ without written KDOT approval.
16. Not award or execute a Contract with the selected Proposer or any other Short-Listed Proposer for the Project.
17. Refuse to receive or open an SOQ, once submitted, or reject an SOQ if such refusal or rejection is based on, but not limited to, the following:
 - a. Failure on the part of the Lead Contractor, Lead Designer or any Key Personnel Firm to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts with KDOT (or State).
 - b. Default on the part of Lead Contractor, Lead Designer or any Key Personnel Firm under previous contracts with KDOT (or State).

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- c. Unsatisfactory performance by the Lead Contractor, Lead Designer or any Key Personnel Firm under previous contracts with KDOT (or State).
 - d. Issuance of a notice of debarment or suspension to the Lead Contractor, Lead Designer or any Key Personnel Firm.
 - e. Submittal by the Respondent of more than one SOQ in response to this RFQ under the Respondent's own name or under a different name.
 - f. Existence of an organizational conflict of interest under Section 1.16.
 - g. Evidence of collusion in the preparation of an SOQ, Proposal, or bid for this Project or any KDOT design or construction project by (a) the Respondent, Lead Contractor, Lead Designer or any Key Personnel Firm with (b) other respondents or bidders for this Project or any other KDOT design or construction project.
 - h. Default or inexcusable delay on a contract in another jurisdiction for which the Lead Contractor, Lead Designer or any Key Personnel Firm is responsible.

This RFQ does not commit KDOT to enter into a Contract, nor does it obligate KDOT to pay for any costs incurred in preparation and submission of the SOQs or in anticipation of a Contract. By submitting an SOQ, a Respondent disclaims any right to be paid for such costs.

The execution and performance of a Contract pursuant to this RFQ and any subsequent RFP is contingent on sufficient appropriations and authorizations being made by the Legislature of Kansas, or the Congress of the United States if federal funds are involved, for performance of a Contract between the successful Proposer and KDOT.

In no event shall KDOT be bound by, or liable for, any obligations with respect to the Work or the Project until such time (if at all) as the Contract, in form and substance satisfactory to KDOT, has been executed and authorized by KDOT and approved by all required parties, and then only to the extent set forth therein.

7.2 Department Disclaimers

In issuing this RFQ and undertaking the procurement process contemplated hereby, KDOT specifically disclaims the following:

1. Any obligation to award or execute a Contract following announcement of the Short-Listed Proposers or issuance of the RFP.
2. Any obligation to reimburse a Respondent for costs incurred in submitting a SOQ and/or responding to this RFQ.
3. Any obligation to reimburse a Short-Listed Proposer for any costs it incurs under this procurement.

In submitting an SOQ in response to this RFQ, the Respondent is specifically acknowledging these disclaimers.

8) DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY

8.1 Policy

This procurement is subject to applicable federal laws concerning utilization of DBEs as well as state and federal laws concerning Equal Employment Opportunity. The specific requirements for the utilization of DBEs are imposed pursuant to 49 CFR Part 26, hereinafter referred to as the regulations. The regulations always take precedence over normal industry practice. The Respondent shall not discriminate on the basis of race, color, national origin, religion, age, disability, income status, veteran status, or gender in the performance of the Contract. The Respondent shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts.

8.2 DBE Participation Goals and Anticipated Requirements

Details regarding DBE participation, including the specific DBE goals applicable to the Project, and Contract requirements will be set forth in the RFP. Without limiting KDOT's sole discretion to establish final Contract requirements for utilization of DBEs, KDOT anticipates the following items as part of the DBE requirements in this procurement.

1. KDOT anticipates establishing and including in the RFP a DBE goal applicable to professional services for the Project.
 - a. Respondents should expect a DBE goal for professional services ranging from 10% to 15% of the Project's estimated design cost.
 - b. It is anticipated that the Design-Builder will be required to identify DBEs for professional services during the Planning Phase, include DBE commitments for Pre-Construction Work in the scope and compensation for the Pre-Construction Phase, and either meet the DBE goal set by KDOT or show good faith efforts toward meeting the professional services DBE goal as a condition precedent to KDOT and the Design-Builder executing the Amendment authorizing the Pre-Construction Phase.
 - c. The Design-Builder may meet the goal applicable to professional services by subcontracting with firms who will provide construction engineering, inspection, quality control, and other professional services during the Construction Phase.
2. KDOT also anticipates establishing and including in the RFP a DBE goal for Construction Work for the Project.
 - a. Respondents should expect a DBE goal for Construction Work ranging from 10% to 15% of the Project's estimated construction cost.
 - b. It is anticipated that the Design-Builder will be required to identify DBEs and determine DBE commitments for Construction Work during the Pre-Construction Phase, include DBE commitments in the negotiated GMP for Construction Work, and either meet the DBE goal for Construction Work or show good faith efforts toward meeting the goal as a condition precedent to KDOT and the Design-Builder executing the Amendment authorizing the Construction Phase.
3. Each Proposer will be required to certify in its Proposal that it will meet the DBE goal(s) or demonstrate good faith efforts to meet the DBE goal(s) set forth in the RFP.
4. If KDOT does not provide a specific DBE goal for professional services or Construction Work in the RFP, KDOT will set the specific goal(s) after Contract execution within the range provided in the RFP and in a manner that enables the Design-Builder ample

opportunity to make its DBE commitments in accordance with the Contract.

5. The Design-Builder will be required to provide a DBE performance plan that complies with the requirements of the Contract and is approved by KDOT. Parts of the DBE performance plan, such as identification of the person responsible for managing the Design-Builder's DBE program and the Design-Builder's general approach to DBE outreach and solicitation efforts to achieve DBE participation, may be required as a condition precedent to execution of the Contract. A complete DBE performance plan will be required as a condition precedent to KDOT and the Design-Builder executing the Amendment authorizing the Pre-Construction Work.

8.3 Equal Employment Opportunity (EEO)

EEO requirements to NOT discriminate and to take affirmative action to assure EEO shall apply to the Respondent.

Federal Aid Projects

The specific affirmative action requirements for these contracts are imposed pursuant to 41 CFR Part 60-1, 60-300, 60-741, 23 CFR Parts 633 and 230, FHWA Form 1273 and the Americans With Disabilities Act of 1990.

State Funded Projects

The specific affirmative action requirements for these contracts are imposed pursuant to Governor of Kansas Executive Order 75-9 and the Kansas Act against Discrimination, as amended.

By submitting its SOQ Respondent agrees to the following:

1. To comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.); the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.); and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA); and to not discriminate against any person because of race religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities.
2. To include in all solicitations or advertisements for employees, the phrase "equal opportunity employer."
3. To comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116.
4. To include those provisions in every subcontract or purchase order so that they are binding upon such Subcontractor or vendor.
5. That a failure to comply with the reporting requirements set forth herein or if the Respondent is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of Contract and the Contract may be cancelled, terminated, or suspended, in whole or in part, by KDOT or the Kansas Department of Administration.
6. If it is determined that the Respondent has violated applicable provisions of ADA, such violation shall constitute a breach of Contract and the Contract may be

cancelled, terminated, or suspended, in whole or in part, by KDOT or the Kansas Department of Administration. The provisions of this paragraph, with the exception of those relating to the ADA, are not applicable to a Respondent who employs fewer than four employees during the term of such contract or whose contracts with KDOT cumulatively total \$5,000 or less during the fiscal year.

In connection with this RFQ and the Contract, Respondents shall accept as a minimum operating policy the following statement: It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, age, sex, color, disability, national origin, or veteran status. Such action shall include employment, upgrade, demotion, transfer, recruitment, recruitment advertising, layoff, termination, wages, benefits, and selection for training, including pre-apprenticeship, apprenticeship, and on the job training.

All other KDOT-required EEO requirements will need to be incorporated by the Respondent into their policy.

9) COMPLIANCE WITH APPLICABLE LAWS

Respondents shall comply with all laws that are applicable to the procurement process of the Project. It is the Respondent's responsibility to be aware of all applicable laws, rules, and regulations, and all aspects thereof.

FORM A

COVER LETTER

INSTRUCTIONS:

- (a) The Respondent's Authorized Representative must sign the Cover Letter on behalf of the Respondent.
- (b) An authorized representative of the Lead Contractor and Lead Designer must sign the certification set out at the end of the Cover Letter.
- (c) All signature blocks on this Cover Letter may be modified to reflect properly the authority of the person signing. Multiple pages may be used for the signature blocks of the Lead Contractor and Lead Designer (as may be required).

COVER LETTER
Respondent Name: _____

SOQ Submission Date: _____

Kansas Department of Transportation
 Attn: Raja Govindaswamy, PE
 KDOT Bureau Chief – Alternative Delivery
 3200 East 45th Street North
 Wichita, KS 67220

Ladies and Gentlemen:

1. Introduction

The undersigned (“Respondent”) submits this statement of qualifications (this “SOQ”) in response to the Request for Qualifications dated April 28, 2022 (as amended, the “RFQ”) issued by the Kansas Department of Transportation (“KDOT”) to develop, design, and construct the US-54/US-400 – Sedgwick and Butler Counties Project, KDOT Project: 54-106 KA-6535-03 (the “Project”) under a progressive design-build delivery model. Capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

2. Enclosures

Enclosed, and together forming this SOQ, are the following:

VOLUME 1 – ADMINISTRATIVE/LEGAL

No.	SOQ Component	Form	Page Limit
1.1	Completed <u>FORM A</u> (Cover Letter)	<u>FORM A</u>	N/A
1.2	Organization Chart (no narrative)	N/A	1 page
1.3	Completed <u>FORM B</u> (Respondent’s Organization Information)	<u>FORM B</u>	N/A
1.4	Completed <u>FORM C-1</u> (Respondent Certification)	<u>FORM C-1</u>	N/A
1.5	Completed <u>FORM C-2</u> (Past Performance)	<u>FORM C-2</u>	N/A
1.6	All <u>FORM H</u> (Conflict of Interest Disclosure Statement), including copies of all FORM H forms submitted prior to SOQ submittal	<u>FORM H</u>	N/A

VOLUME 2 – TECHNICAL

No.	SOQ Component	Form	Page Limit
Part A – Organization			
2.1	Organization Chart (copy of Volume 1, Section 1.2 organizational chart,: 1 page, 11x17)	N/A	1 page

No.	SOQ Component	Form	Page Limit
2.2	Respondent Organization (Narrative) (1 page, 8.5x11)	N/A	1 page
Part B – Experience of the Firms			
2.2	Summary of Lead Contractor, Lead Designer and Subcontractors identified on <u>FORM F</u> Experience (Narrative)	N/A	6 pages; 2 pages per each of Lead Contractor, Lead Designer, and all identified Subcontractor on <u>FORM F</u>
2.3	<u>FORM E</u> (Firm Experience)	<u>FORM E</u>	3 pages per project description
2.4	<u>FORM F</u> (Subcontractor Information)	<u>FORM F</u>	N/A
Part C – Key Personnel Experience and Subcontractor Information			
2.3	<u>FORM D-1</u> (Key Personnel Information)	<u>FORM D-1</u>	N/A
2.4	<u>FORM D-2A</u> (Key Personnel Resume Form)	<u>FORM D-2A</u>	N/A
2.5	<u>FORM D-2B</u> (Additional Key Personnel Resume Form)	<u>FORM D-2B</u>	N/A
2.6	<u>FORM D-3A</u> (Key Personnel References)	<u>FORM D-3A</u>	N/A
2.7	<u>FORM D-3B</u> (Additional Key Personnel References)	<u>FORM D-3B</u>	N/A

VOLUME 3 – FINANCIAL

No.	SOQ Component	Form	Page Limit
Part A – Financial Capacity			
1.1	Surety Letter/Certificate and Acknowledgement	<u>FORM G</u>	N/A
Part B – Financial Statements			
1.2	Audited Financial Statements	N/A	N/A

3. Acknowledgements, Representations and Warranties

Respondent acknowledges receipt, understanding, and full consideration of all materials provided through the KDOT online resources for the Project, including the Project E-mail.

Respondent acknowledges receipt, understanding and full consideration of all of the amendments and requests for clarification and answers provided through the KDOT online resources for the Project, including the Project E-mail.

[Respondent to list any amendments to this RFQ and sets of questions and answers by dates and numbers]

Respondent represents and warrants that it has read the RFQ, including any Addenda, and agrees to comply with the contents and terms of the RFQ.

Respondent understands that KDOT is not bound to shortlist any Respondent and may reject each SOQ received.

Respondent further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement will be borne solely by the Respondent.

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

4. Governing Law

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

Respondent's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[Insert appropriate signature block from the following]

Sample signature block for corporation or limited liability company:

[Insert Respondent's name]

By: _____

Print Name: _____

Title: _____

Sample signature block for partnership or joint venture:

[Insert Respondent's name]

FORM B

RESPONDENT'S ORGANIZATION INFORMATION

Name of Respondent: _____

Respondent Information
Name of Entity: _____
Address: _____ _____
Contact Name: _____
Title: _____
Telephone: _____
E-Mail: _____
Local / Regional Contact
Name: _____
Address: _____ _____
Telephone: _____
E-Mail: _____

Name(s) of Respondent Entity(ies)¹			
Company Name	Address, Telephone and E-Mail	State of Incorporation:	
Lead Contractor			
Lead Designer			
Key Personnel Firm(s)			
All Other Firm(s)			

¹ Add additional rows and attach additional pages as necessary.

FORM C-1

RESPONDENT CERTIFICATION

Complete for Respondent, Respondent consortium or joint venture members (if applicable), Lead Contractor, Lead Designer and each Key Personnel Firm:
1) Has the firm (including any Affiliate) ever failed to complete any work it agreed to perform, or had a contract terminated for cause or default within the past three years? If yes, describe.
2) Has the firm (including any Affiliate) or any officer thereof been indicted or convicted of bid or other contract related crimes or violations or any civil judgments or any felony or misdemeanor related to performance under a contract within the past five years? If yes, describe.
3) Has the firm (including any Affiliate) ever sought protection under any provision of any bankruptcy act? If yes, describe.
4) Has the firm (including any Affiliate) ever been debarred or suspended from performing work for the federal government or any state or local government? If yes, describe.
5) List (on a separate page) up to five financial institutions with which the firm (including any Affiliate) has done the most business during the past five years and identify the individual at each institution who was in charge of the firm's accounts. Indicate the address, telephone, and fax numbers of each individual.

(Must be signed by an officer of the firm)

Firm: _____

By: _____

Title: _____

Name of Respondent: _____

FORM C-2**PAST PERFORMANCE****Instructions:**

Provide the information requested in the subparagraphs (a–h) below for Respondent, Respondent consortium or joint venture members (if applicable), Lead Contractor, Lead Designer and each Key Personnel Firm. If an entity required to complete this FORM C-2 has no record of relevant past performance or if the information relative to a category is not available, enter a declarative statement to that effect on FORM C-2. Attach additional sheets to FORM C-2 as necessary. For each instance or combination of litigation (whether a judgment was rendered or not), claims against a performance and/or payment bond, a proceeding subject to arbitration where a judgment was rendered, assessment of liquidated damages, notice of default or suspension (other than suspension for convenience of the owner), termination for cause, or disciplinary action, provide the owner's name and the name of its current representative (and current phone and fax number and e-mail address) who can be contacted for additional information. With respect to the information solicited, such information shall be provided for the past five years from date of issuance of the RFQ. Failure to provide this information, conditional or qualified submissions to requirements (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," and others), incomplete or inaccurate submissions, or nonresponsive submissions will lower the evaluation rating for this quality factor or may result in a deficiency sufficient to cause KDOT to declare the SOQ nonresponsive.

- a. **Arbitration Proceedings:** For Respondent, Respondent consortium or joint venture members (if applicable), Lead Contractor, Lead Designer and each Key Personnel Firm, identify each arbitration claim against an owner for which a judgment was rendered.
- b. **Disciplinary Action:** Indicate any disciplinary action taken against Respondent, Respondent consortium or joint venture members (if applicable), Lead Contractor, Lead Designer and each Key Personnel Firm, by any governmental agency or licensing board, including both the suspension from the right to propose or bid and the removal from any proposer/bid list.
- c. **Liquidated Damages:** For Respondent, Respondent consortium or joint venture members (if applicable), Lead Contractor, Lead Designer and each Key Personnel Firm, provide a list of all projects where liquidated damages were assessed by the owner. Include the number of days of delay, the total amounts due, and the cause of the delays as determined by the owner. For any liquidated damages that are currently unpaid or otherwise unresolved, provide an explanation why they are currently unpaid or unresolved.
- d. **Litigation:** For Respondent, Respondent consortium or joint venture members (if applicable), Lead Contractor, Lead Designer and each Key Personnel Firm, provide a list of all litigation and formal agency adjudication (including all formal legal and or administrative complaints or formal responses to the same that have been filed) involving its performance or participation on a project where pre-development and/or capital costs for the Project exceeded \$1 million. Include the nature of the litigation, the amount asserted, the parties involved, and the resolution (including current status for unresolved litigation).
- e. **Successful Claims against the Surety:** For Respondent, Respondent consortium or joint

- venture members (if applicable), Lead Contractor, Lead Designer and each Key Personnel Firm, provide a list of all projects where the owner asserted a successful claim against a bid, performance, or warranty bond. A successful claim is considered one in which the bonding company performed any obligation of Respondent, Respondent consortium or joint venture members (if applicable), Lead Contractor, Lead Designer and each Key Personnel Firm, regardless of the position taken by the bonding company or ultimate finding made by the judicial authority. Provide the value of the amount assessed or work performed, the type and nature of the claim, the parties involved, and the resolution of the claim (including current status for unresolved claims).
- f. **Suspension or Notice of Default:** For Respondent, Respondent consortium or joint venture members (if applicable), Lead Contractor, Lead Designer and each Key Personnel Firm, identify any suspension that was not for the convenience of the owner, or default notice provided for an owner that relates to any performance or non-performance of a contractual obligation. Describe the reasons for any such suspension or notice of default.
- g. **Termination for Cause:** Describe the conditions surrounding any contract (or portion thereof) entered into by Respondent, Respondent consortium or joint venture members (if applicable), Lead Contractor, Lead Designer and each Key Personnel Firm, that has been terminated for cause, or for which a notice of default was delivered, or which required completion by another party. Describe the reasons for termination or notice.

FORM C-2 – PAST PERFORMANCE
Name of Respondent:

Firm Name:

Disciplinary Actions:

<i>Project Name</i>	<i>Describe Action Taken</i>	<i>Current owner contact name, telephone number, and e-mail</i>

Liquidated Damages Assessed:

<i>Project Name</i>	<i>Duration (in days) and cause of delay(s)</i>	<i>Amount Assessed</i>	<i>Explanation of unpaid or unresolved damages</i>	<i>Current owner contact name, telephone number, and e-mail</i>

Litigation, Arbitration Proceedings, and Bond Claims:

<i>Project/Issue</i>	<i>Owner/Agency who initiated action</i>	<i>Resolution/Outcome</i>	<i>Is unresolved or action outstanding?</i>	<i>Current owner contact name, telephone number, and e-mail</i>

Termination for Cause, Suspension for Cause, and Notices of Default:

<i>Project Name</i>	<i>Describe reason for termination /suspension/notice of default</i>	<i>\$ Amount Involved</i>	<i>Current Owner contact, name, telephone number, and e-mail</i>

FORM D-1

KEY PERSONNEL INFORMATION

INSTRUCTIONS: Respondent to complete for each Key Personnel position indicated below and add additional rows as necessary for any Additional Key Personnel Respondent includes in its SOQ.

Name of Respondent:

Position	Name	Years of Experience	Years of Alternative Delivery Experience	License / Certification¹
Project Manager				
Construction Manager				
Design Manager				
Roadway Design Manager				
Structures Design Manager				

<i>Position</i>	<i>Name</i>	<i>Years of Experience</i>	<i>Years of Alternative Delivery Experience</i>	<i>License / Certification¹</i>
MOT Design Manager				
Utility Coordinator				
Project Controls Manager				

(1) Include Kansas professional engineer license number where applicable.

FORM D-2A**KEY PERSONNEL RESUME FORM**

Key Personnel Position		[Insert title here]
Project Experience #1	Project Name	
	Project Description (including size)	
	Position Title	
	Time in this position	From (year)_____ (month)_____ to (year)_____ (month)_____ equals total of _____ years _____ months
	Detailed description of project responsibilities for this position title	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
<hr/>		
Project Experience #2	Project Name	
	Project Description (including size)	
	Position Title	
	Time in this position	From (year)_____ (month)_____ to (year)_____ (month)_____ equals total of _____ years _____ months
	Detailed description of project responsibilities for this position title	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
<hr/>		
	<i>[Copy and paste as needed to demonstrate Key Personnel experience meeting the minimum requirements set forth in Section 4.3.2.3 of the RFQ]</i>	From (year)_____ (month)_____ to (year)_____ (month)_____ equals total of _____ years _____ months

Education	List all formal education, certifications, registrations and other credentials relevant to the Key Personnel role	Institution, date, expiration (if applicable)
Summary of Experience	Total number of years and months of experience in a position relevant to experience required for the Key Personnel position	<i>[Insert cumulative total years and months of experience as demonstrated by the above experience that are applicable to the Key Personnel position.]</i>

FORM D-2B**ADDITIONAL KEY PERSONNEL RESUME FORM**

Additional Key Personnel Position		[Insert title here]
Project Experience #1	Project Name	
	Project Description (including size)	
	Position Title	
	Time in this position	From (year)_____ (month)_____ to (year)_____ (month)_____ equals total of _____ years _____ months
	Detailed description of project responsibilities for this position title	
	Explanation regarding the relevance of this experience to the qualifications for the Additional Key Personnel position	
<hr/>		
Project Experience #2	Project Name	
	Project Description (including size)	
	Position Title	
	Time in this position	From (year)_____ (month)_____ to (year)_____ (month)_____ equals total of _____ years _____ months
	Detailed description of project responsibilities for this position title	
	Explanation regarding the relevance of this experience to the qualifications for the Additional Key Personnel position	
<hr/>		
	<i>[Copy and paste as needed to demonstrate Additional Key Personnel experience relevant to the Additional Key Personnel position]</i>	From (year)_____ (month)_____ to (year)_____ (month)_____ equals total of _____ years _____ months

Education	List all formal education, certifications, registrations and other credentials relevant to the Key Personnel role	Institution, date, expiration (if applicable)
Summary of Experience	Total number of years and months of experience in a position relevant to the Additional Key Personnel position	<i>[Insert cumulative total years and months of experience as demonstrated by the above experience that are applicable to the Additional Key Personnel position.]</i>

FORM D-3A**KEY PERSONNEL REFERENCES****Respondent:** _____**Key Personnel Position:** _____**Name of Key Personnel:** _____

INSTRUCTIONS: References for each Key Personnel, from previous owners or clients with whom the identified individuals have worked in projects similar in scope and size as the Project and otherwise subject to the restrictions in Section 4.3.2.3 of the RFQ. References should conform, substantively, to the format below on this FORM D-3A, reproduced as needed. Provide three references for Project Manager and two references for each other Key Personnel position.

Project Information				Reference Contact Information				
Project Name	Role/Title	Brief description of services performed	Relationship to Reference	Name	Email	Phone Number	Relationship to Project Owner	Notes (e.g., preferred or restricted contact times)

FORM D-3B**ADDITIONAL KEY PERSONNEL REFERENCES****Respondent:** _____**Additional Key Personnel Position:** _____**Name of Additional Key Personnel:** _____

INSTRUCTIONS: References for each Additional Key Personnel, from previous owners or clients with whom the identified individuals have worked in projects similar in scope and size as the Project and otherwise subject to any relevant restrictions in Section 4.3.2.3 of the RFQ. References should conform, substantively, to the format below on this FORM D-3B, reproduced as needed. Provide two references for each Additional Key Personnel position included on this FORM D-3B.

Project Information				Reference Contact Information				
Project Name	Role/Title	Brief description of services performed	Relationship to Reference	Name	Email	Phone Number	Relationship to Project Owner	Notes (e.g., preferred or restricted contact times)

FORM E
FIRM EXPERIENCE

Name of Respondent:

Instructions: One Form E shall be completed for each project. Attach additional pages as needed, not to exceed a total of 3 pages for each project description.

Name of Firm:				
Lead Contractor: _____ Lead Designer: _____ *If the Lead Contractor and Lead Designer are a joint venture, check both.				
Years of Experience:				
Streets/ Highways: _____	Bridges/ Structures: _____	Utility Relocations: _____	Design- Build: _____	Progressive DB: _____
Other Alternative Delivery: _____				
Project Role: _____				
Project name, location, description and nature of work for which Firm was responsible:				
Describe project and site conditions:				

Describe a) major risks or challenges encountered during design/construction and strategies implemented to resolve/mitigate these items; and b) use of innovative designs, methods or materials:
Name of Client (Owner/Agency, Contractor, etc.): _____
Address: _____ _____
Contact Name: _____ Telephone: _____
Owner's Project or Contract No.: _____
Contract Value (US\$): _____
Percent of Total Work Performed by Firm: _____
Commencement / Completion Dates: _____ / _____
Amount of LDs and Claims: _____
Any Litigation? Yes ____ No ____

FORM G**SURETY LETTER/CERTIFICATE AND ACKNOWLEDGMENT¹**

[Name of Surety/Insurance company] (“**SURETY**”) HEREBY CERTIFIES TO KDOT, AS OF THIS [_____] **[insert date]** THAT:

- (a) The Surety is a licensed bonding surety, currently authorized to conduct business in the State of Kansas;
- (b) The Surety is listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” (accessible at the following weblink: <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>);
- (c) The Surety’s rating is [_____] , and rated by [_____] [and [_____]]²;
- (d) The Surety is providing this Letter/Certificate and Acknowledgement for the [Respondent’s][other entity];
- (e) The Surety has reviewed the Request for Qualifications (“**RFQ**”), to provide progressive design-build services for the US-54/US-400 – Sedgwick and Butler Counties Project, KDOT Project: 54-106 KA-6535-03 (the “Project”) and Addenda, dated [_____] [and [_____]] **[IF NO ADDENDA WERE ISSUED MODIFY THIS FORM TO STATE SO]**;
- (f) The Surety has evaluated [Respondent’s][other entity’s] financial statements and capability, backlog and work-in-progress in determining its bonding capacity; and
- (g) The Surety understands the bonding requirements associated with alternative project delivery models and any Project-specific requirements identified as anticipated to be required of the selected Design-Builder under the Progressive Design-Build Contract; and
- (h) If Respondent is selected as a Short-Listed Proposer, the Surety shall perform further diligence as to whether the [Respondent][other entity] can obtain a performance bond and a payment bond to cover payment and performance under the Progressive Design-Build Contract, each in the amount of \$225 million; and
- (i) ***[insert if applicable][certification regarding analysis of the factors surrounding any proposed or anticipated material changes in the financial condition of the entity on behalf of which this Certificate and Acknowledgment is given, identifying any special conditions that may be imposed before issuance of surety bonds for the Project.]***

¹ Surety/Insurance company to adjust this form as necessary to identify the entity for which the certification is offered. If the entity to obtain the bonds is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the members of the Respondent team are acceptable using this Form G.

² KDOT requires that the certifying surety has an A.M. Best and Company rating level of A- or better and Class A-X or better.

SURETY HEREBY ACKNOWLEDGES THAT the Kansas Department of Transportation has not yet determined the specific amount of payment and performance bonds that it will require for the Project, which may ultimately require payment and performance bond amounts in excess of the \$225 million amount referenced above for each payment bond and performance bond.

Capitalized terms used but not defined herein shall have the meanings set forth in the RFQ. IN WITNESS WHEREOF, the undersigned is the [_____]*[insert title]* of the Surety, to which this Certificate and Acknowledgment relates, and has duly executed this Certificate and Acknowledgment as of the date first written above.

By: _____

Print Name: _____

Title: _____

FORM H**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

INSTRUCTIONS: To be completed by the Respondent, Lead Construction Contractor, Lead Designer and Key Personnel Firm to the extent any disclosure by such is required under this RFQ.

Respondent: _____

Role of Respondent Entity Completing Form: **[i.e., Lead Construction Contractor, Name of Key Personnel Firm, etc.]**

Name of Entity Completing Form: _____

If this Form H is being provided as a supplement to a previously submitted Form H, provide date(s) of previous Form H submittal(s): _____

Your attention is directed to the Request for Qualifications ("RFQ") in relation to the US-54/US-400 – Sedgwick and Butler Counties Project, KDOT Project: 54-106 KA-6535-03 (the "Project") regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of [**Entity Name**], its proposed consultants and its respective chief executives, directors, and other Key Personnel for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ or the procurement.

Disclosure of the following is required:

- (a) any current contractual relationships with KDOT;
- (b) any past, present, or planned contractual or employment relationships with any officer or employee of KDOT;
- (c) any other circumstances that might be considered to create a financial interest in the contract by any KDOT member, officer or employee;
- (d) ownership of 25% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFQ (including project management team set forth in Section 1.16 of the RFQ);
- (e) contractual relationships (i.e., joint ventures) with any of the individuals or entities involved in preparing the RFQ; and
- (f) relationships wherein any of the individuals or entities involved in preparing the RFQ is a contractor or consultant (or subcontractor or subconsultant) to the Respondent or a member of the Respondent's team.

The foregoing is provided by way of example and shall not constitute a limitation on the disclosure obligations. Any organizational conflicts of interest that have already been submitted to KDOT in connection with the Respondent's SOQ and previously approved or cleared by KDOT do not have to be included on this form so long as the facts as presented previously remain true.

Check this box if no organizational conflicts of interest to disclose: []

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the entity has taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

Check this box if no organizational conflicts of interest to disclose: [] n/a

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Company Name

_____, 2022
Date

FORM I**RESPONDENT REQUEST FOR CLARIFICATION****INSTRUCTIONS:**

- (a) Submit one copy of FORM I for each set of requests for clarification being submitted by the Respondent.
- (b) Submit this form in English (United States) and in Microsoft® Word file format.

NAME OF RESPONDENT: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

Date: _____

No.	RFQ Section	Category ⁵	Issue Topic	RFQ Question
1	1.12	3	<i>Requests for Clarification</i>	<i>May respondents submit unlimited questions?</i>

⁵ “Category 1” means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Respondent from submitting an SOQ; “Category 2” means an issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Respondent from submitting an SOQ; and “Category 3” means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.

FORM J

DESIGNATION OF RESPONDENT’S AUTHORIZED REPRESENTATIVES

***INSTRUCTIONS:** Submit one copy of this Form J not later than the deadline specified in RFQ Section 2.2. Respondent shall provide two authorized representatives.*

PROJECT: US-54/US-400 – Sedgwick and Butler Counties Project
KDOT Project: 54-106 KA-6535-03

Date: _____

By executing this form, the Respondent confirms that the two representatives named below are each authorized to act as agent on behalf of the Respondent, Lead Contractor, and Lead Designer (individually, the “Authorized Representative”).

Respondent’s Authorized Representatives:

Name: _____
Title/Entity Name: _____
Address: _____
Telephone Number: _____
E-mail Address: _____

Name: _____
Title/Entity Name: _____
Address: _____
Telephone Number: _____
E-mail Address: _____

(Must be signed by Respondent or an individual duly authorized to execute this form on behalf of the Respondent)

Firm: _____

By: _____

Title: _____

Name of Respondent: _____