

# **Kansas Department of Transportation**

## **Request for Qualifications**

### **De Soto Local Roadway Improvements Project Progressive Design-Build**

**KDOT Project: KA-6796-03**



**August 25, 2022**

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Form H	Surety Letter/Certificate and Acknowledgement
Form I	Conflict of Interest Disclosure Statement
Form J	Respondent RFC Form
Form K	Respondent Authorized Representative and DMS Coordinators
Form L	Respondent Certification

# 1 GENERAL INFORMATION

This Request for Qualifications (“RFQ”) seeks Statements of Qualifications (“SOQs”) from companies, teams, joint bidders, joint ventures, partnerships, and other entities eligible to respond pursuant to the requirements of this RFQ (“Respondents”) to serve as a progressive design-builder for the De Soto Local Roadway Improvements Project, KDOT Project: KA-6796-03 (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. KDOT will evaluate the SOQs received in accordance with this RFQ and identify shortlisted firms (“Proposers”) qualified to respond to a future Request for Proposals (“RFP”). KDOT will not short-list more than four Respondents. The RFP is the second phase of the procurement and will consist of submission of technical and price proposals by Proposers. Refer to Section 3 (Procurement Process) for additional information regarding the two-step procurement for the Project.

## 1.1 Progressive Design-Build Overview

KDOT anticipates delivery of the Project over two phases: Pre-Construction Phase and Construction Phase. Additional information for each phase including role of the Progressive Design-Builder is described in Exhibit B (PDB Procurement/Delivery Process). Additional information and requirements will be provided in the RFP.

## 1.2 Project Overview

### 1.2.1 Project Description

The Project is located generally along the existing footprint of 103rd Street between Evening Star Road and the Lexington Avenue/K-10 interchange and includes approximately one mile of the section on Main Avenue from 103rd Street south to the proposed Panasonic Energy Company electric vehicle battery manufacturing facility. The roadway is currently a two-lane asphalt roadway, and the Project will upgrade the roadway to approximately 4.5 miles of new, divided 4-lane roadway with curb and gutter as well as sidewalks, on-street bike lanes, and a shared-use path. Additionally, the Project includes intersection improvements at Evening Star Road, Edgerton Road, and Main Avenue. The Project has a substantial construction completion date of June 2024. Completing the Project by this date is critical for associated economic development in the area. The Progressive Design-Builder will be required to accommodate rapidly increasing traffic volumes from adjacent industrial development and coordinate with the contractors working in the area for the construction of new water, sewer, and power transmission lines.

### 1.2.2 Project Goals

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

1. Construct a local road network that improves access to existing businesses and surrounding development into the future.
2. Minimize project delivery time. Substantial construction completion (roadway open to traffic with available access to properties) is required by June 2024 in order to facilitate anticipated traffic volumes due to development in the area.
3. Develop a flexible design and construction environment. A design and construction environment that can adapt to adjacent projects and developments safely and efficiently without adversely impacting the Project schedule is needed.

4. Maximize the safety of workers and the traveling public during construction with consideration to minimizing inconvenience.
5. Maximize the value of the Project and achieve the Project goals through implementation of efficient design and innovative construction solutions and management techniques while meeting construction completion deadlines.

### **1.2.3 Project Status**

KDOT has initiated initial planning activities and environmental clearance. Further information will be provided in the RFP.

## **2 COMMUNICATIONS AND PUBLIC DISCLOSURE**

### **2.1 Rules of Contact**

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

The specific rules are as follows:

1. Contact between the Respondents/other interested firms and KDOT regarding this RFQ and the procurement shall occur via the Project E-mail.
2. Respondents/other interested firms shall not contact City of De Soto employees, Johnson County employees, State officials, or KDOT employees, including department heads, members of the evaluation committees, members of KDOT's project management team set forth in Section 4.2 (Organizational Conflicts of Interest), or any official who will evaluate SOQs, regarding the Project or procurement, except through the procedures established in this RFQ.
3. Any contact determined to be improper may result in disqualification.

### **2.2 Confidentiality and Public Information**

**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.

**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.

**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. 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.

### **3 PROCUREMENT PROCESS**

The procurement process will include two steps:

1. RFQ: Determination of Short-Listed Proposers based on SOQs submitted by Respondents.
2. RFP: Selection of the Progressive Design-Builder from the Short-Listed Proposers that submitted responsive Proposals. See Exhibit B (PDB Procurement/Delivery Process) for additional description of the procurement process.

The intent of KDOT is to award the Contract to the Short-Listed Proposer that provides the Proposal with the best-value approach to achieving the Project goals.

#### **3.1 Request for Qualifications**

KDOT will identify which Respondents will be invited to submit Proposals based on the evaluation criteria described in this RFQ.

##### **3.1.1 Requests for Clarification**

Proposers shall be responsible for requesting written clarification or interpretation of:

1. any term, condition, or provision of the RFQ that a Respondent or other interested firm seeks to change or omit and the basis for this request;
2. any actual or perceived mistake, discrepancy, deficiency, ambiguity, inconsistency, inaccuracy, inadequacy, defect, error, or omission contained in the RFQ; and
3. any term, condition, or provision of the RFQ that a Respondent or other interested firm fails to understand.

KDOT will only consider requests for clarification submitted by Respondents and other interested firms regarding the RFQ if submitted prior to the applicable deadline listed in Section 3.3 (Procurement Schedule) using and complying with the requirements on Form J (Respondent RFC Form) and received through the Project E-mail. The e-mail subject shall include "De Soto Local Roadway Improvements Project – [Respondent/Firm Name] Requests for Clarification". Requests will not be accepted by phone. No requests for additional information or clarification to any other KDOT office, consultant, or employee will be considered.

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/firm 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 independently. 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 via posting to the Project website (<https://desotoroadimprovements.ksdotike.org/>).

Respondents and other interested firms 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 3.3 (Procurement Schedule).

### **3.1.2 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 checking the Project website regularly to obtain the most current information.

## **3.2 Request for Proposals**

The RFP will provide specific instructions to the Proposers on what to submit, evaluation factors, the objectives and requirements for evaluation, and the evaluation rating guidelines of submitted Proposals.

Proposers will be required to submit a technical proposal and a price proposal. The technical proposal is anticipated to include a description of the Proposer's: 1) general approach to the Project; 2) approach to the Pre-Construction Phase; and 3) approach to the Construction Phase.

The RFP process will include mandatory confidential one-on-one meetings and separate interviews between each Short-Listed Proposer and KDOT. Such interviews may be scored. Further details regarding interviews and any associated scoring will be set forth in the RFP. See Exhibit B (PDB Procurement/Delivery Process) for additional description of the procurement process.

### 3.3 Procurement Schedule

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

<b>Milestone</b>	<b>Date and Time (all times Central)</b>
RFQ Issuance	August 25, 2022
Draft RFP Issuance	August 29, 2022
Deadline for Respondent Submittal of Requests for Clarification to KDOT for RFQ Addendum using Form J	September 6, 2022 at 2:00 p.m.
RFQ Addendum Issuance (if necessary)	September 15, 2022
Deadline for Respondent Submittal of Form K (Respondent Authorized Representative and DMS Coordinators) to submit SOQ	September 19, 2022 at 2:00 p.m.
SOQ Due Date <sup>1</sup>	September 22, 2022 at 2:00 p.m.
Publish List of Short-Listed Respondents	October 6, 2022
RFP Issuance to Proposers	October 7, 2022
KDOT Pre-Qualification Submittal Deadline	October 13, 2022
Deadline for Proposer Submittal of Requests for Clarification prior to One-on-One meetings	October 14, 2022 at 2:00 p.m.
One-on-One Meetings	October 17 – October 19, 2022
RFP Addendum Issued (if necessary)	October 26, 2022
Deadline for Proposer Submittal of Requests for Clarification	October 28, 2022 at 2:00 p.m.
Deadline for Submittal of Organizational and Key Personnel Changes for KDOT Approval	October 28, 2022 at 2:00 p.m.
Proposal Due Date	November 4, 2022 at 2:00 p.m.
Proposer Interviews	November 14 – November 16, 2022
Selection of Apparent Best Value Proposer	November 18, 2022
Anticipated Execution of Contract	December 16, 2022

### 3.4 SOQ and Proposal Development Costs

This RFQ does not commit KDOT to enter into a Contract, nor does it obligate KDOT to pay for any costs incurred by Respondents 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.

<sup>1</sup> Completion and submittal of Form K by September 26, 2022, at 2:00 p.m. is a condition precedent to submitting an SOQ.

## 4 GENERAL REQUIREMENTS FOR RESPONDENTS

### 4.1 Equal Employment Opportunity

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

#### **State Funded Projects**

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

By submitting its SOQ, the 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 of this RFQ 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 shall be incorporated by the Respondent into their policy.

## 4.2 Organizational Conflicts of Interest

The Respondent's/firm'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/other interested firm 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. 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.

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

1. Participation by any of the following Persons on more than one Respondent's team: Lead Contractor, Lead Designer, or Key Personnel Firm\*.
2. Participation by an Affiliate of any such Person identified in clause (1) above, on another Respondent's team.

\* Key Personnel Firms that employ only the Project Controls Manager 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, such Key Personnel Firm shall be subject to the foregoing restriction on participation.

All Respondents affected by the conflict of interest will be disqualified, even if a Respondent is unaware of the conflict of interest, or if the Person or Affiliate causing the conflict is intended to have a different or lesser role than that described above.

Respondents shall use Form I (Conflict of Interest Disclosure Statement) 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 or person's role for KDOT on the Project and such other contractual arrangements with the Respondent.

Each Respondent must include a completed Form I disclosing all organizational conflicts of interest in SOQ, Volume 1 (Administrative/Legal/Financial Submittal Requirements). If no organizational conflict of interest exists, Respondents may indicate the same on Form I. Respondents may disclose organizational conflicts of interest for KDOT review prior to SOQ submission using Form I. Any Form I submissions made prior to the SOQ Due Date shall be submitted in accordance with the process described in Section 2.1 (Rules of Contact) and be labeled "Pre-SOQ Submission". Copies of any Form I submitted prior to the SOQ Due Date

shall also be included in the SOQ, Volume 1 (Administrative/Legal/Financial 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 3.3 (Procurement Schedule). If an organizational conflict of interest is discovered after the SOQ Due Date identified in Section 3.3, the Respondent must make an immediate and full written disclosure to KDOT using Form I. Any Form I submissions made after SOQ submission shall be submitted in accordance with the process described in Section 2.1 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 using the prescribed form of notification in this RFQ or a subsequent RFP, KDOT may terminate the Contract for default.

Members of KDOT's project management team that have assisted with the procurement may not participate on any Respondent team. Respondents shall disclose all present or planned contractual arrangements with Garver, Burns & McDonnell, and the Independent Cost Estimator for the Project.

### **4.3 Ineligible Firms**

No Person that has been disbarred or suspended from bidding or is otherwise ineligible for State or federal contracts may participate on any Respondent team.

At the time of submitting its SOQ, Respondents will be required to certify on Form L (Respondent Certification) that the Respondent, Lead Contractor, Lead Designer, Key Personnel Firms, and Subcontractors identified on Form B (Respondent Organization Information) are not presently debarred, suspended, proposed for debarment, voluntary excluded, or disqualified from bidding by any federal or state agency.

At the time of submitting its Proposal, Short-Listed Respondents and Lead Contractors, Lead Designers, Key Personnel Firms, and/or Subcontractors identified in the Proposal will be required to certify and indicate exceptions to the statements identified below. KDOT, in its sole discretion, may reject a Proposal on the basis of any such exception except to the extent KDOT has evaluated the item during SOQ evaluation as provided in Section 6.1 (Responsiveness, Responsibility, and Pass/Fail Evaluation) and there is no new information following SOQ submission that warrants rejection of the Proposal.

1. The firm, including its principals, is not currently suspended, debarred, proposed for debarment, voluntarily excluded, or disqualified from bidding by any federal or state agency.
2. The firm, including its principals, has not been suspended, debarred, voluntarily excluded, or disqualified from bidding by any federal or state agency within the past three years.
3. The firm, including its principals, 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.

4. The firm, including its principals, 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.
5. The firm has not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.
6. The firm is not currently seeking protection under any bankruptcy laws.
7. The firm has not sought protection under bankruptcy laws in the past five years.

#### **4.4 KDOT Prequalification**

In order to submit a Proposal, the Lead Contractor, Lead Designer, and each Key Personnel Firm shall be KDOT Pre-Qualified Contractors or Consultants prior to the Proposal Due Date for all classifications of work for which they intend to perform under the Contract. If any of the Lead Contractor or Lead Designer are a partnership, joint venture, or consortium, then the foregoing shall be construed to apply to the partners or members of the Lead Contractor or Lead Designer.

Information on KDOT Contractor and Consultant Pre-Qualification is available here: [www.ksdot.org/hwycont.asp](http://www.ksdot.org/hwycont.asp) and [www.ksdot.org/descons.asp](http://www.ksdot.org/descons.asp), respectively.

KDOT pre-qualification will not be required at the time of SOQ submittal.

If not currently Pre-Qualified Contractors or Consultants, Proposers/Respondents shall, and shall cause the Lead Contractor, Lead Designer and each applicable Key Personnel Firm to submit all information required in order to become KDOT Pre-Qualified Contractors or Consultants at least 21 Days prior to the Proposal Due Date shown in the Procurement Schedule. Proposers/Respondents shall, and shall cause the Lead Contractor, Lead Designer, and each applicable Key Personnel Firm to, coordinate with KDOT, as KDOT may require, to verify and validate pre-qualification information to the extent deemed necessary by KDOT until pre-qualification requirements have been satisfied.

#### **4.5 Insurance, Licensing, and Permits**

KDOT will require the Progressive 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 3.3 (Procurement Schedule). The Respondent shall appoint an individual or organization, other than a government employee, as the corporation's process agent.

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 on or before the Proposal Due Date or such other date as may be specified in the RFP.

## **5 SOQ SUBMITTAL REQUIREMENTS**

### **5.1 General Submittal and Format Requirements**

All SOQs must be received no later than the time and day specified in Section 3.3 (Procurement Schedule). Late submittals will not be considered. SOQs shall be submitted to the Project Document Management System.

Only PDF files of the SOQ shall be submitted. The PDF files shall include bookmarks aligned with the organization described in Section 5.2 (Outline of SOQ Contents) to facilitate navigation of the document. If more than one PDF attachment comprising Respondent's SOQ is transmitted to KDOT, the Respondent shall ensure that each PDF is separated by volume with the cover of each volume of the SOQ referencing (1) the Project name "De Soto Local Roadway Improvements Project" (2) Project number KA-6796-03 and (3) volume number.

All pages of the SOQ (with the exception of the organization chart described in Section 5.4.1 (Organization)) shall be 8.5-inch by 11-inch, with a margin of no less than one inch provided on all pages (excluding header/footer text). Margins on forms provided by KDOT shall not be modified. Minimum font size shall be 11-point; however, 10-point text is permissible on charts, graphs, and tables.

### **5.2 Outline of SOQ Contents**

#### **5.3 Administrative/Legal/Financial Submittal (SOQ Volume 1)**

The contents of Volume 1 shall be organized in the order set forth in this Section 5.3.

##### **5.3.1 Administrative**

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

1. Volume 1 of the SOQ shall include a Cover Letter in the form of Form A (Cover Letter), including all required attachments.
2. Volume 1 shall include Form B (Respondent Organization Information), Form D (Past Performance), Form I (Conflict of Interest Disclosure Statement) including any "Pre-SOQ Submission" forms, Form L (Respondent Certification) and, in each case, all required attachments relevant to each form.

##### **5.3.2 Financial Capacity**

Volume 1 of the SOQ shall also include a letter from a Surety or insurance company in the form of Form H (Surety Letter/Certificate and Acknowledgement) indicating that the surety has 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 Progressive Design-Builder) could obtain both a performance and a payment bond, each with a penal sum of not less than \$40 million. If the Progressive Design-Builder is to be a joint venture, partnership, limited liability company, or other association, then separate Form Hs 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 letter shall indicate that based on the information reviewed the surety is comfortable that the Respondent understands the bonding requirements of Alternative Delivery. Furthermore, the surety shall expressly agree and acknowledge that if the Respondent is short-listed, the surety shall perform further diligence about whether they can offer the payment and performance bond required of the Progressive Design-Builder under the 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 Progressive 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.

## **5.4 Technical Submittal (SOQ Volume 2)**

The contents of Volume 2 shall be organized in the order set forth in this Section 5.4.

### **5.4.1 Organization**

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-inch by 17-inch format is acceptable for the organization chart only. All other pages shall conform to the 8.5-inch by 11-inch requirement, including, specifically, the narrative associated with the organizational chart required in Volume 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.

### **5.4.2 Firm Experience**

In addition to the requirements and information set forth in Section 5.4.1 (Organization), 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 C (Subcontractor Role). 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 is 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 C.
2. Show the firm's experience by providing three past project descriptions for each of the Lead Contractor and the Lead Designer using Form E (Firm Experience). 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 the ability to fast-track the project schedule, coordinate with adjacent projects, and develop and maintain an agile design and construction environment. 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. 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 on Form C.

### **5.4.3 Key Personnel**

In addition to the requirements and information set forth in Section 5.4.1 (Organization) and Section 5.4.2 (Firm Experience), Volume 2 of the SOQ shall also contain the following:

1. Provide requested information on Key Personnel. This information shall be submitted on Form F (Key Personnel Summary) and Form G (Key Personnel Resume Form). The same person may fill more than one Key Personnel position. Clearly identify the Key Personnel positions being filled by the same person.
2. Submit resumes outlining Key Personnel experience and qualifications using Form G. The cumulative percent commitment to projects listed in Form G must never exceed 100% at a single point in time.
3. Provide three references for the Project Manager and two references for all other Key Personnel using Form G. 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 requirements:

1. Project Manager: Preferred minimum of 10 years of experience in construction and management of design and construction on highway/roadway projects. Preference will be given to a Project Manager that shows the ability to coordinate third-party involvement and multiple projects. The Project Manager shall hold a full-time position within the Progressive Design-Builder's organization with authority to make decisions affecting any aspect of the Project.
2. Design Manager: Shall 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, who is a direct, full-time employee of the Lead Designer and a preferred minimum of 7 years of experience in managing design for multidisciplinary highway projects.
3. Construction Manager: Preferred minimum of 10 years of experience in construction and construction management on highway projects.
4. Roadway Design Manager: Shall 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 a preferred minimum of 7 years of experience in roadway design on highway/roadway projects.
5. Project Controls Manager: Shall be a direct, full-time employee of the Respondent, Lead Contractor, Lead Designer, or a Key Personnel Firm and a preferred minimum of 7 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.

## 6 SOQ EVALUATION PROCESS

### 6.1 Responsiveness, Responsibility, and Pass/Fail Evaluation

KDOT will review each Respondent's SOQ to confirm that it is responsive. Responsive SOQs shall be complete and shall not deviate from the RFQ requirements in any material respect.

Following KDOT's determination of responsiveness, KDOT will evaluate each SOQ for responsibility 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, Lead Contractor, Lead Designer, each Key Personnel Firm, and each Subcontractor identified on Form B (Respondent Organization Information) is not currently suspended, debarred, voluntarily excluded, or disqualified 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 D (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;
4. 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 5.3 (Administrative/Legal/Financial Submittal (SOQ Volume 1)).

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

### 6.2 Qualitative Evaluation

The maximum available score for a SOQ is described below. Except for Form D (Past Performance), the administrative/legal/financial submittal requirements will only be evaluated on a pass/fail basis. As a result, only the technical submittal requirements outlined in this Section 6.2 will be evaluated qualitatively. Categories and subcategories set forth in this Section 6.2 appear in order of priority.

<i>Evaluation Criteria</i>	<i>Maximum Score</i>
Respondent Organization	20 points
Firm Experience	40 points
Key Personnel Experience	40 points
<b>Total</b>	100 points

### **6.2.1 Respondent Organization**

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

1. Demonstrates an efficient structure consistent with progressive design-build methodology that will facilitate effective coordination and collaboration with KDOT, its consultants, and stakeholders;
2. 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
3. Is likely to facilitate successful delivery of the Project.

### **6.2.2 Firm Experience**

KDOT will evaluate the following:

1. The extent to which the Respondent's experience demonstrates experience relevant to the size, complexity, and composition of the anticipated Project in the areas of the ability to fast-track the project schedule, coordination with adjacent projects, the ability to develop and maintain an agile design and construction environment, and construction using innovative designs, methods, or materials.
2. The extent to which the Respondent's experience demonstrates relevant experience that will improve the likelihood of successful project delivery.
3. Information disclosed in Form D (Past Performance).

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 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 6.2, KDOT will consider all relevant firm experience that demonstrates the likelihood of successful project delivery in its evaluation and scoring.

### **6.2.3 Key Personnel Experience**

Key Personnel will be evaluated based on:

1. The extent to which the required Key Personnel meet or exceed preferred requirements for qualifications and experience; and
2. The extent to which the experience of each Key Personnel included work of a similar scope, nature, and complexity as the Project.
3. The extent to which the past performance of each Key Personnel will improve the likelihood of successful Project delivery.

### **6.3 Department Requests for Clarification**

KDOT may (but is not obligated to) at any time issue one or more Requests for Clarification (RFC) (each, a KDOT RFC) to the individual Respondents, requesting additional information or clarification from a Respondent, or may request a Respondent to verify or certify any aspect of its SOQ. Respondents shall respond to any KDOT RFCs within two Business Days (or such other time as is specified in the KDOT RFC) measured from the date of posting of the request.

Upon receipt of responses and additional information as described above, if any, the SOQs may be re-evaluated to factor in the clarifications and additional information.

### **6.4 Determination and Notification of Short-List**

KDOT will short-list up to four Respondents. 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 Exhibit C (Protests). Parties participating in the RFQ phase of this procurement shall be deemed to have accepted this condition and all other requirements of this RFQ.

## **7 DEPARTMENT RIGHTS AND DISCLAIMERS**

### **7.1 Department Rights**

KDOT reserves the right, in its sole and absolute discretion, to do the following:

1. develop the Project in any manner that it deems necessary or desirable, including modifying the scope of the Project;
2. modify or rephrase Respondent RFCs;
3. exclude from consideration any Respondent whose SOQ contains a material misrepresentation or omission;
4. reject any or all of the SOQs or other submittals or responses;
5. terminate evaluation of any and all submittals, responses, and SOQs;
6. cancel, modify, or withdraw the entire RFQ;
7. issue a new RFQ;
8. investigate the qualifications (including to require additional evidence) of any Respondent, Lead Contractor, Lead Designer, Key Personnel Firm, Subcontractor identified on Form B (Respondent Organization Information), and Key Personnel, including specifically to seek or obtain information, and consider such information, from any source, including the evaluators' personal experiences or knowledge, that, in each case, has the potential to improve the understanding and evaluation of the SOQs;
9. hold meetings and exchange correspondence with the Respondents to seek an improved understanding and evaluation of the responses to the SOQ;
10. require correction of or waive deficiencies, informalities, and minor irregularities in SOQs; or seek clarifications or modifications to a SOQ;
11. disqualify any Respondent that changes its SOQ without KDOT approval, to include disqualification under subsequent SOQs pertaining to the Project for violating any rules

or requirements of this solicitation/procurement set forth in this RFQ or in any other communication from, or on behalf of, KDOT;

12. disclose information contained in any SOQ to the public as governed by applicable Law, order of any court having jurisdiction, or by this RFQ;
13. appoint evaluation committees to review SOQs, and seek the assistance of outside technical experts and consultants in SOQ evaluations; and
14. exercise any other right reserved or afforded to KDOT under this RFQ, or applicable Law or in equity.

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 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 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 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.

## Exhibit A

### Abbreviations and Definitions

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

CFR	Code of Federal Regulations
DMS	Document Management System
EEO	Equal Employment Opportunity
FHWA	Federal Highway Administration, U.S. Department of Transportation
GMP	Guaranteed Maximum Price
ICE	Independent Cost Estimator
KDOT	Kansas Department of Transportation
KORA	Kansas Open Records Act
NTE	Not-to-Exceed
OPCC	Opinions of Probable Construction Cost
PDB	Progressive Design-Build
RFP	Request for Proposals
RFQ	Request for Qualifications
SOQ	Statement of Qualifications
USDOT	United States Department of Transportation

**“Addenda” or “Addendum”** means KDOT-issued supplemental additions, deletions, and/or modifications to this 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 the Progressive Design-Builder’s authorization to proceed with Pre-Construction Work or the amendment authorizing the Progressive 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 Progressive Design-Builder is performing Construction Work.

**“Construction Work”** means all work other than 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.

**“Document Management System”** means the web-based KDOT DMS to be used by KDOT and Proposers.

**“DMS Coordinator”** means the persons identified in Form K (Respondent Authorized Representative and DMS Coordinators) that may access files on the DMS.

**“Guaranteed Maximum Price”** means total itemized dollar amount negotiated between the Progressive 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 Progressive 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.

**“Pre-Construction Phase”** means the period of time during which the Progressive 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 the Progressive 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.

**“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-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.

**“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 Progressive Design-Builder regarding development, design, and the opportunity to construct the Project.

**“Project”** means the De Soto Local Roadway Improvements Project, KDOT Project: KA-6796-03.

**“Project Director”** means Paul Kulseth, Project Director, 2033 Becker Drive, Suite 208, Lawrence, KS 66047, or their designee.

**“Project E-mail”** means [desotoroadimprovements@ksdotike.org](mailto:desotoroadimprovements@ksdotike.org)

**“Proposal”** means the proposal submitted by a 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 Progressive 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 Progressive 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 Progressive 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 Respondents requesting proposals to develop, design, and potentially construct the Project and to be used to identify the 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 Respondents invited to respond to the RFP for the Project.

**“Respondent”** is defined in Section 1 (General Information) 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 3.3 (Procurement Schedule).

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

**“Short-Listed Respondents”** 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 3.3 (Procurement Schedule) 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 Progressive 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.

## Exhibit B

### PDB Procurement / Delivery Process

Nothing in this Exhibit B shall be construed as a requirement. Phrases such as “KDOT will...” and “Design-Builder shall...” are intended to convey an anticipated approach. All requirements will be established in the RFQ, Request for Proposals (RFP), and the Progressive Design-Build Contract.

#### 1 Overview of Progressive Design-Build

Progressive Design-Build (PDB) is an alternative delivery method that uses a qualifications-based or best value selection to procure a Progressive Design-Builder. Following selection, the Progressive Design-Builder, in collaboration with KDOT, progresses design activities and develops a Guaranteed Maximum Price (GMP) for construction. Kansas Statute 68-2332 (2021) authorizes the use of alternative delivery procurement methods, including PDB. PDB delivery allows for:

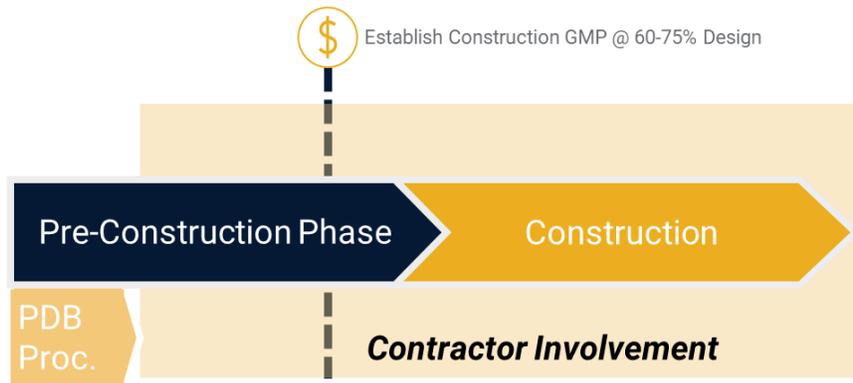
1. Early selection and involvement of a design-builder.
2. The Progressive Design-Builder to provide services over multiple phases including pre-construction and construction.
3. Project cost and schedule development and refinement in collaboration with the owner during the Pre-construction Phase.
4. Design advancement and risk mitigation which improve price and schedule accuracy.

While similar to the construction manager/general contractor (CM/GC) delivery method, PDB is comprised of a single contract between the owner and the designer/contractor team.



In addition to the Progressive Design-Builder, KDOT will contract with an independent cost estimator (ICE) with construction, open-book pricing, and alternative delivery experience to develop independent cost estimates for the Project that validate the costs submitted by the Progressive Design-Builder at various pricing milestones. Additional information on the ICE can be found in the section below on open book pricing.

Following selection of a Progressive Design-Builder and ICE, KDOT will work collaboratively with the Progressive Design-Builder to progressively advance and refine the design to facilitate development of a GMP for construction. PDB occurs in two primary phases: pre-construction and construction, as further described below. The use of PDB is anticipated to expedite delivery of the Project with a goal of opening the De Soto Local Roadway Improvements project to traffic by June 2024.



### 1.1 Pre-Construction Phase

The Pre-construction Phase shall begin upon execution of the PDB Contract. KDOT may elect to authorize the Pre-construction Phase through one or more Pre-construction Phase amendments. KDOT may authorize separate Pre-construction Phase amendments to manage progression of the Project in a manner that aligns with KDOT's goals.

During the Pre-construction Phase, the Progressive Design-Builder shall perform Pre-construction Work. Pre-construction Work may include the following general Project development activities:

1. General management activities, including:
  - a. Management plans;
  - b. Recurring meetings;
  - c. Schedule management;
  - d. Quality management;
  - e. Risk management;
  - f. Safety plan development; and
  - g. Public information support.
2. Survey and mapping;
3. Site investigations;
4. Roadway design;
5. Bridge and other structures (e.g., retaining walls; noise walls, structures related to signs, lighting, and intelligent transportation systems) design;
6. Hydrology/hydraulic design;
7. Stormwater design;
8. Geotechnical investigations, studies, and design;
9. Traffic analyses;

10. Traffic control design (including signing and pavement marking);
11. Maintenance of traffic design;
12. Intelligent transportation system design;
13. Lighting design;
14. Bicycle and pedestrian facilities;
15. Third-party coordination;
16. Utility coordination; and
17. Right of way coordination.

To facilitate delivery of the project in alignment with KDOT's goals, the Progressive Design-Builder will perform specific project development activities and collaborate with KDOT regarding:

1. Efforts to minimize impacts related to:
  - a. Right of way;
  - b. Utilities; and
  - c. Natural environment.
2. Maintenance of traffic during construction;
3. Coordination with regulatory agencies and other third parties regarding permits necessary to construct the Project;
4. Relocation of major utilities, including overhead electric lines and underground gas lines;
5. Impact of MS4 requirements and features needed to meet MS4 requirements;
6. Traffic operations at intersections and access points to major developments; and
7. Construction cost estimates.

The Progressive Design-Builder's compensation for the Pre-construction Phase will be on an hourly basis for work performed at the fully loaded hourly rates submitted with the Proposal. The fully loaded hourly rates and not-to-exceed (NTE) amount will be documented in the Contract at execution. If it becomes necessary to provide additional resources that were not identified in the Proposal to complete the work, hourly rates will be established for those resources by agreement between KDOT and the Progressive Design-Builder. The Progressive Design-Builder will also be compensated for reasonable and documented direct costs. The total compensation for this phase will be capped at a NTE amount set by KDOT in coordination with the Progressive Design-Builder and subject to adjustment in accordance with the Contract through one or more Pre-Construction Phase amendments. At KDOT's discretion, a lump sum for Pre-construction Phase services may be established in lieu of hourly rates.

## **1.2 Construction Phase**

Authorization to proceed with any Construction Work will require an amendment in accordance with the Contract. Authorization will be contingent on KDOT and the Progressive Design-Builder agreeing to a GMP for a defined scope of work and schedule for such work and executing a Construction Phase amendment. KDOT may authorize the Construction Phase through one or more Work Packages. Each Work Package will have a separate GMP specific to the scope of

the Work Package and will be authorized through execution of a Construction Phase amendment.

The Pre-construction Phase and the Construction Phase may overlap depending on when Construction Work is authorized. If Construction Work is authorized during the Pre-construction Phase, all requirements related to Construction Work will be applicable for the authorized work (e.g., insurance, payment, and performance security, etc.).

If KDOT and the Progressive Design-Builder fail to reach agreement on any Construction Phase Amendment, the Contract will be terminated and KDOT will evaluate the best method to advance the Project.

## 2 PDB Procurement

Pursuant to Kansas legislation, the PDB procurement process will include two steps:

1. a qualifications phase; and
2. a proposal phase.

KDOT initiated the first step with the issuance of the RFQ which includes requirements for the submission of Statements of Qualification (SOQ). The SOQs will be used to identify and short-list the most qualified firms. The short-listed firms will be provided with an RFP at the beginning of the second step. The RFP will detail submittal requirements for a proposal and associated evaluation criteria to select a preferred proposer.

### 2.1 RFQ

KDOT will evaluate the SOQs based on the criteria in the RFQ and will shortlist no more than four firms who may respond to the RFP.

### 2.2 RFP

Proposals will be evaluated based on the requirements listed in the RFP. Unlike traditional design-build procurements, the scored elements for PDB do not typically require significant design development effort. A best-value formula considerate of the technical proposal, price proposal, and the interview will be defined in the RFP to establish the preferred proposer.

#### 2.2.1 Technical Proposal

The technical proposal content is typically focused on confirming Proposers have an effective approach and sufficient resources for the Pre-construction Phase, Construction Phase, and the overall approach to the Project. The table below shows general submittal requirements.

<b><i>General Project Approach</i></b>	<ul style="list-style-type: none"> <li>• Approach to achieve project goals.</li> <li>• Approach to facilitate coordination and communication with KDOT.</li> <li>• Approach to forecasting necessary staff levels for each phase of the Project.</li> <li>• Approach to support KDOT's coordination with stakeholders.</li> <li>• Approach to scheduling and quality management for the Project.</li> </ul>
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<p><b><i>Pre-construction Phase</i></b></p>	<ul style="list-style-type: none"> <li>• Approach to delivery of preliminary design and engineering and other Pre-Construction Work as requested and overseen by KDOT.</li> <li>• Approach to development, quality, and delivery of the Project design, including collaboration with KDOT and integration of related issues, such as right of way, permitting, stormwater management, and utilities.</li> <li>• Approach to integrate and optimize the construction schedule with the design schedule and identify factors that may control the schedule.</li> <li>• Proposer's approach to development of Work Packages that would optimize Project delivery.</li> <li>• Proposer's approach to ensure that KDOT receives an optimal price for construction, including a description of the major cost components (i.e., cost drivers) for the Project and Proposer's approach to obtaining optimal pricing for these major cost drivers.</li> <li>• Proposer's approach to risk identification and mitigation during the Preconstruction Phase.</li> <li>• Approach to competitively soliciting subcontractor quotes and how subcontracting packages will be developed and advertised to the subcontracting community, (ii) a description of Proposer's approach to obtaining reasonable proposals from qualified subconsultants as needed, and (iii) Proposer's approach to openness and transparency in the subcontracting solicitation and selection process.</li> <li>• Innovative concepts during the Pre-Construction Phase.</li> </ul>
<p><b><i>Construction Phase</i></b></p>	<ul style="list-style-type: none"> <li>• Proposer's overall construction management approach, including Project control methods and approach to their quality program, during the Construction Phase.</li> <li>• Proposer's approach to optimizing plans for Work Package implementation and management of associated maintenance of traffic during construction.</li> <li>• Scope of work Proposer intends to self-perform to meet self-performance requirements, and the scopes of work that Proposer intends to subcontract, and Proposer's approach to development of Work Packages that would optimize project delivery.</li> <li>• Approach to risk management during the Construction Phase of the Project.</li> <li>• Innovative concepts during the Construction Phase.</li> </ul>

## 2.2.2 Price Proposal

The RFP will include requirements for submission of a price proposal. The price proposal will include hourly rates for proposer personnel who will support the Project during the Pre-Construction Phase. Proposers will be required to distribute an assumed number of hours to the Pre-construction Phase personnel. The assumed number of hours will be provided by KDOT in the RFP. KDOT will evaluate the price proposal considering the extent to which hourly rates are consistent with prevailing market rates and the distribution of hours is consistent with the proposer's project approach and staffing plan. Proposers will not be required or expected to provide construction price as part of the price proposal.

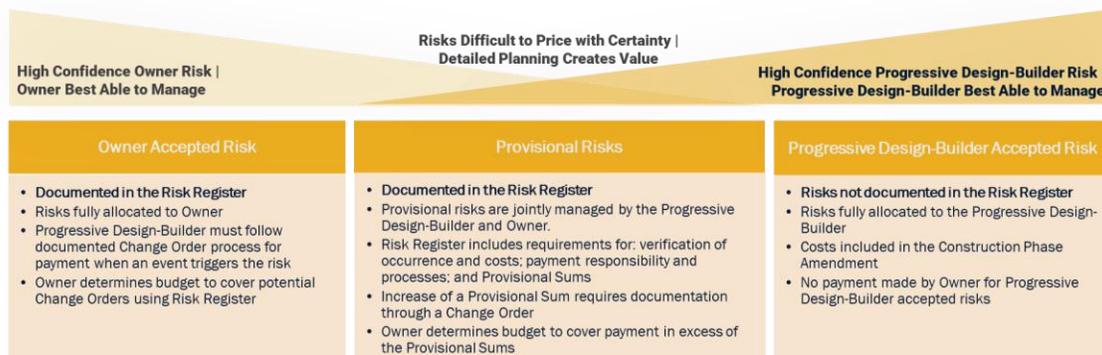
## 2.2.3 Interview

The RFP will also include requirements for an interview with KDOT. This will provide an opportunity for KDOT to evaluate Proposers' understanding of the PDB process and ability to work in a collaborative environment.

### 3 Risk Management and Allocation

Risk allocation for PDB projects is different than traditional design-build projects. Very few events are specifically identified in the initial Contract that allow schedule or cost relief to the PDB team. Only standard risks such as unknown hazardous materials, unidentified archeological remains, and force majeure events are initially included as grounds for increased time or costs. For PDB, risk allocation will be developed as the Project progresses and will be documented in the Project's risk register. This allows for a more granular approach to risk management. PDB risk management will focus on mitigating risks to the maximum extent possible prior to GMP, assigning risks to the party best capable of managing them, and establishing pre-determined costs and payment mechanisms for certain risks that are not capable of being mitigated.

The Progressive Design-Builder, KDOT, and ICE will work collaboratively to develop the risk register during the Pre-construction Phase. KDOT has final approval of the risk register. The risk register will identify pre-construction and construction risk issues (each, risk register events), define mitigation strategies to be used for risk register events, and identify probable cost and time impacts to the Project. All risk register events are assigned a champion and are categorized as either a KDOT risk or a provisional risk to be shared by the parties in accordance with the Contract. All provisional risk items shall designate in the risk register how the Progressive Design-Builder will be compensated upon the occurrence of such risk register event, which may include payment through provisional sums. Any event not included on the risk register will be at the risk of the Progressive Design-Builder. The image below shows the requirements of PDB projects related to the risk register.



#### Key Concepts

- The Risk Register is an essential part of the PDB process that is collaboratively developed during the Preconstruction Phase.
- The Risk Register becomes part of the Contract Documents upon approval by the Department.
- By the end of the Preconstruction Phase, the Risk Register should describe all known Provisional Risks and owner-accepted risks, identify the type of each project risk, define unit costs or other payment mechanisms for Provisional Sum items, and set forth requirements for payment of the Risk Register Events.

The risk register will include dates on which KDOT gives its written approval of a particular risk register event, and the risk register event shall be deemed as being in effect as of that date. Portions of the work involving risk register events in the Pre-construction Phase or Construction Phase may not commence until relevant risk register events have been approved by KDOT.

If a risk register event occurs, the Progressive Design-Builder must give notice to KDOT. The mitigation strategy identified in the risk register will be employed unless the parties agree otherwise in writing based on the circumstances of the event. If such a risk item is a KDOT risk or a provisional risk, then the Progressive Design-Builder is entitled to seek cost and schedule relief as set out in the risk register. If an event occurs that is not identified in the risk register,

then the Progressive Design-Builder bears the schedule impact and pays all costs associated with such event and any appropriate mitigation strategy (unless otherwise expressly provided in the Contract).

#### **4 Open Book pricing**

The Progressive Design-Builder will work collaboratively with KDOT to maximize the scope, value, and quality of the Project during the Pre-construction Phase. Initially, the Progressive Design-Builder and KDOT will meet to define expectations and approach to developing the construction cost for the Project. The Progressive Design-Builder will develop a cost model using a format agreed upon by the Progressive Design-Builder and KDOT. The cost model will include:

1. Unit prices and quantity take-offs.
2. Material costs, equipment costs, labor costs, hourly labor rates, crew sizes, shifts per day, and hours per shifts (labor rates shall include employee benefits, payroll taxes, and other payroll burdens).
3. Risk assumptions and assignment of risks.
4. Production rates, transportation, and other facilities necessary for the proper execution of the work.
5. Copies of quotations from subcontractors and suppliers.
6. Field indirect costs, bonds, taxes, and insurance.

At various milestones, the Progressive Design-Builder will use the cost model to prepare an opinion of probable construction cost (OPCC). The ICE selected by KDOT will develop independent cost estimates at the pricing milestones to validate the Progressive Design-Builder's OPCC. Once the OPCC and ICE estimate are within the acceptable percentage range, the Design-Builder will submit the GMP to KDOT. The Construction Phase will begin once a Construction Phase amendment (which will include the GMP) is executed.

## **Exhibit C**

### **Protests**

This Exhibit C 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.

#### **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 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 their 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 designee. The Protest Official or 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. The 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.

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## **Protest Contents**

All protests must include the following:

1. The name and address of the Respondent.
2. The Project name and KDOT project 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 Respondent 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.

## **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.

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## **Protest Prior to Announcing the Short-Listed Respondents**

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

## **Protest Regarding Short-Listed Respondent Decision**

If the decision regarding the Short-Listed Respondents 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 Respondent. 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 Respondent 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 below.

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

## **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 protestor 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.

## Form A Cover Letter

Respondent Name:

SOQ Submission Date:

Kansas Department of Transportation

Attn: Paul Kulseth  
Project Director  
2033 Becker Drive, Suite 208  
Lawrence, KS 66047

Ladies and Gentlemen:

### 1. Introduction

The undersigned (“Respondent”) submits this statement of qualifications (“SOQ”) in response to the Request for Qualifications dated August 25, 2022 (as amended, the “RFQ”) issued by the Kansas Department of Transportation (“KDOT”) to develop, design, and construct the De Soto Local Roadway Improvements Project, KDOT Project: KA-6796-03 (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/FINANCIAL**

<b>No.</b>	<b>SOQ Component</b>	<b>Form</b>	<b>Page Limit</b>
<b>Part A – Administrative</b>			
1.1	Completed Form A (Cover Letter)	Form A	N/A
1.2	Completed Form B (Respondent Organization Information)	Form B	N/A
1.3	Completed Form D (Past Performance)	Form D	N/A
1.4	All Form I (Conflict of Interest Disclosure Statement), including copies of all Form I forms submitted prior to SOQ submittal	Form I	N/A
1.5	Completed Form L (Respondent Certification)	Form L	N/A
<b>Part B – Financial Capacity</b>			
1.6	Surety Letter/Certificate and Acknowledgement	Form H	N/A

**VOLUME 2 – TECHNICAL**

<b>No.</b>	<b>SOQ Component</b>	<b>Form</b>	<b>Page Limit</b>
<b>Part A – Organization</b>			
2.1	Organizational Chart	N/A	1 page
2.2	Respondent Organization (Narrative) (one page, 8.5-inch by 11-inch)	N/A	1 page
<b>Part B – Experience of the Firms</b>			
2.3	Summary of Lead Contractor, Lead Designer, and Subcontractors identified on Form C (Narrative)	N/A	6 pages; 2 pages per each of Lead Contractor, Lead Designer, and all identified Subcontractor on Form C
2.4	Form E (Firm Experience)	Form E	3 pages per project description
2.5	Form C (Subcontractor Role)	Form C	N/A
<b>Part C – Key Personnel Experience and Subcontractor Information</b>			
2.6	Form F (Key Personnel Summary)	Form F	N/A
2.7	Form G (Key Personnel Resume Form)	Form G	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 clarifications.

***[Respondent to list any amendments to this RFQ]***

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]*

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

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

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

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

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

Sample signature block for attorney in fact:

*[Insert Respondent's name]*

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

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

Attorney in Fact

## 5. Lead Contractor and Lead Designer

Under penalty of perjury, each of the undersigned certifies on behalf of the entity for which the undersigned signs that:

1. the Respondent's Authorized Representative is authorized by the relevant entity to sign this Cover Letter on behalf of the Respondent;
2. the representations, certifications, statements, disclosures, authorizations, and commitments made, and information contained in the SOQ (including, in Form B (Respondent Organization Information), Form D (Past Performance), and Form L (Respondent Certification) with respect to such entity have been authorized by such entity), and is or are correct, complete, and not materially misleading; and
3. the individual is authorized to act on behalf of the entity for which the undersigned signs and acknowledges that KDOT is relying on the undersigned's representation to this effect:

*[Role of team member]:*<sup>1</sup>

*[insert entity name]*

By: \_\_\_\_\_<sup>2</sup>

Printed Name: *[insert name]*

Title: *[insert title]*

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<sup>1</sup> Signature block to be repeated for the Lead Contractor and Lead Designer.

<sup>2</sup> For any Lead Contractor and Lead Designer that is a joint venture, include signature by each joint venture member.

**Form B**  
**Respondent Organization Information**

<i>Names of Respondent Entities<sup>1</sup></i>		
<i>Company Name</i>	<i>Address, Telephone, and E-Mail</i>	<i>State of Incorporation</i>
<b>Lead Contractor</b>		
<b>Lead Designer</b>		
<b>Key Personnel Firms</b>		
<b>Subcontractors</b>		

<sup>1</sup> Add additional rows and attach additional pages as necessary.



## **Form D**

### **Past Performance**

**Instructions:**

For each category listed, provide the information requested in this Form D 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 D 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 D. Attach additional sheets to Form D as necessary. 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.

## FORM D – PAST PERFORMANCE

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

Firm Name: \_\_\_\_\_

Litigation, arbitration proceedings, and bond claims within past 5 years. Litigation includes administrative complaints. Bond claims include claims owner made against firm for bid bond, performance bond, or warranty bond. Bond claims include claims that subcontractors/suppliers made against firm for delayed payment or lack of payment:

<i>Project/Issue</i>	<i>Type of Proceeding</i>	<i>Resolution (Resolved or Outstanding)</i>	<i>Explanation or Corrective Action</i>	<i>Current owner contact name, telephone number, and e-mail</i>

Liquidated damages assessed within the last 5 years:

<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 or Corrective Action</i>	<i>Current owner contact name, telephone number, and e-mail</i>

Termination for cause, suspension for cause, and notices of default within the past 5 years:

<b><i>Project Name</i></b>	<b><i>Describe reason for termination/ suspension/notice of default</i></b>	<b><i>Resolution and Explanation or Corrective Action</i></b>	<b><i>Current Owner contact, name, telephone number, and e-mail</i></b>

Disciplinary actions including debarment, suspension, disqualification, and voluntarily exclusions from contracting and/or licensing:

<b><i>Describe Action Taken</i></b>	<b><i>Date of Action</i></b>	<b><i>Explanation or Corrective Action</i></b>	<b><i>Agency or Licensing Official contact name, telephone number, and e-mail</i></b>

Indictments or convictions (criminal or civil) involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty within the past 5 years:

<b><i>Charge and Date of Charge</i></b>	<b><i>Resolution and Explanation or Corrective Action</i></b>

Bankruptcy filed within the past 5 years:

<b><i>Firm or Affiliate</i></b>	<b><i>Yes/No</i></b>





**Form F**  
**Key Personnel Summary**

INSTRUCTIONS: Respondent to complete for each Key Personnel position indicated below.

*Name of Respondent:*

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<i>Position</i>	<i>Name</i>	<i>Years of Experience</i>	<i>Years of Alternative Delivery Experience</i>	<i>License / Certification<sup>1</sup></i>
<i>Project Manager</i>				
<i>Construction Manager</i>				
<i>Design Manager</i>				
<i>Roadway Design Manager</i>				
<i>Project Controls Manager</i>				

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

## Form G

### Key Personnel Resume Form

<i>[Key Personnel Name]</i>		<i>[Key Personnel Position]</i>
<b>Project Experience #1</b>	Project Name	
	Delivery Method	
	Position Title	
	Time in this position	From [year] / [month] to [year] / [month] equals total of _____ years _____ months
	% Commitment to Project	
	Project Description (including size)	
	Detailed description of project responsibilities related to position title	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
<b>Project Experience #2</b>	Project Name	
	Delivery Method	
	Position Title	
	Time in this position	From [year] / [month] to [year] / [month] equals total of _____ years _____ months
	% Commitment to Project	
	Project Description (including size)	
	Detailed description of project responsibilities related to position title	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
<b>[Copy and paste project experience as needed to demonstrate Key Personnel experience meeting the minimum requirements set forth in Section 5.4.3 (Key Personnel) of the RFQ.]</b>		

<b>Education</b>	List all formal education, certifications, registrations, and other credentials relevant to the Key Personnel role	Institution, date, expiration (if applicable)
<b>Summary of Experience</b>	Total number of years and months of experience in a position relevant to experience required for the Key Personnel position	

### Key Personnel References

<i>Reference Contact Information</i>			
<b>Project Name</b>			
<b>Brief Project Description</b>			
<b>Role on Project</b>			
<b>Reference Name</b>	<b>Position</b>	<b>Email</b>	<b>Phone Number</b>
[Copy and paste reference contact information to provide references meeting the minimum requirements set forth in Section 5.4.3 (Key Personnel) of the RFQ.]			

## Form H

### Surety Letter/Certificate and Acknowledgement<sup>1</sup>

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

1. The Surety is a licensed bonding surety, currently authorized to conduct business in the State of Kansas;
2. 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>);
3. The Surety’s rating is [\_\_\_\_\_] , and rated by [\_\_\_\_\_] [ and [\_\_\_\_\_] ]<sup>2</sup>;
4. The Surety is providing this Letter/Certificate and Acknowledgement for the [Respondent] [other entity];
5. The Surety has reviewed the Request for Qualifications (“RFQ”), to provide progressive design-build services for the De Soto Local Roadway Improvements Project, KDOT Project: KA-6796-03 (the “Project”) and Addenda, dated [\_\_\_\_\_] [ and [\_\_\_\_\_] ] [IF NO ADDENDA WERE ISSUED MODIFY THIS FORM TO STATE SO];
6. The Surety has evaluated [Respondent’s] [other entity’s] financial statements and capability, backlog, and work-in-progress in determining its bonding capacity;
7. 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 Progressive Design-Builder under the Contract;
8. If the Respondent is selected as a Short-Listed Respondent, 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 Contract, each in the amount of \$40 million; and
9. [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.]

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 \$40 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.

<sup>1</sup> 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 I.

<sup>2</sup> 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.

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 I

### Conflict of Interest Disclosure Statement

*INSTRUCTIONS: To be completed by the Respondent, Lead 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 Contractor, Name of Key Personnel Firm, etc.]**

Name of Entity Completing Form: \_\_\_\_\_

If this Form I is being provided as a supplement to a previously submitted Form I, provide dates of previous Form I submittals: \_\_\_\_\_

Your attention is directed to the Request for Qualifications (“RFQ”) in relation to the DeSoto Local Roadway Improvements Project, KDOT Project: KA-6796-03 (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 interests 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:

1. any current contractual relationships with KDOT;
2. any past, present, or planned contractual or employment relationships with any officer or employee of KDOT;
3. any other circumstances that might be considered to create a financial interest in the contract by any KDOT member, officer, or employee;
4. 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 KDOT’s project management team set forth in Section 4.2 (Organizational Conflicts of Interest) of the RFQ);
5. contractual relationships (i.e., joint ventures) with any of the individuals or entities involved in preparing the RFQ; and
6. 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.

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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.

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

**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

\_\_\_\_\_, 202\_  
Date

**Form J**  
**Respondent RFC Form**

**INSTRUCTIONS:**

- 1. Submit one copy of Form J for each set of requests for clarification being submitted by the Respondent or firm.
- 2. Submit this form in Microsoft® Word file format.
- 3. Sequentially number each RFC.
- 4. Provide a reference to the relevant RFQ Section or notate that the RFC is general in nature.
- 5. Do not identify the Respondent in the RFC.

**NAME OF RESPONDENT:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**DATE:** \_\_\_\_\_

<b>No.</b>	<b>RFQ Section</b>	<b>Issue Topic</b>	<b>RFQ Question</b>
[1]	[3.1.1]	[Requests for Clarification]	[May respondents submit unlimited questions?]

## Form K

### Respondent Authorized Representative and DMS Coordinators

INSTRUCTIONS: Submit one copy of this Form K not later than the deadline specified in RFQ Section 3.3 (Procurement Schedule). Respondents shall provide one Authorized Representative and two DMS Coordinators.

**PROJECT: De Soto Local Roadway Improvements Project**

**KDOT Project: KA-6796-03**

**Date:**

By executing this form, the Respondent confirms that the representative named below is authorized to act as an agent on behalf of the Respondent, Lead Contractor, and Lead Designer.

**Respondent's Authorized Representative:**

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

Address: \_\_\_\_\_

Title/Entity Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Respondent's DMS Coordinators:**

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

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

Title/Entity Name: \_\_\_\_\_

Title/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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: \_\_\_\_\_

**Form L**  
**Respondent Certification**

I certify, under penalty of perjury, that the Respondent submitting this Statement of Qualifications and any person associated with the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in a contract by any Federal or State department or agency.

I further certify, under penalty of perjury, that the Lead Contractor (if not Respondent), Lead Designer, Key Personnel Firms, and Subcontractors identified on Form B (Respondent Organization Information) have confirmed to the Respondent that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in a contract by any Federal or State department or agency.

*(Must be signed by an officer of the firm)*

**Firm:** \_\_\_\_\_

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

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

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