

Kansas Department of Transportation

Final Request for Proposals (Final Instructions to Proposers)

US-54/US-400 – Sedgwick and Butler Counties

Progressive Design-Build

KDOT Project: 54-106 KA-6535-03



September 13, 2022

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Exhibit C	Administrative Information Instructions
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FORMS

Form BI	Israel Boycott Restriction Certification
Form D	Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate
Form DBEC	DBE Certification
Form EEO	Equal Employment Opportunity
Form KP	Form of Key Personnel Commitment
Form LC	Use of Contract Funds for Lobbying
Form MC	Proposer and Major Contractor Information
Form NCA	Non-Collusion Affidavit
Form OCI	Organizational Conflict of Interest Disclosure Certification
Form PF	Pricing Form
Form PL	Proposal Letter
Form QA	Proposal Request for Clarification
Form SH	Sexual Harassment Acknowledgement Form
Form USA	Buy America Certification

1 INTRODUCTION AND GENERAL PROJECT INFORMATION

1.1 Introduction

On April 28, 2022, the Kansas Department of Transportation (**KDOT**) issued a Request for Qualifications (as amended by addendum/a, the **RFQ**) for the US-54/US-400 Progressive Design-Build Project in Sedgwick and Butler Counties, Kansas (the **Project**).

Having received statements of qualification (**SOQs**), KDOT short-listed submitting respondents (each a **Proposer**). Only Proposers are eligible to receive this Instructions to Proposers document (**ITP**), and the remaining RFP Documents (as listed in Section 1.4.1), collectively constituting a Request for Proposals (**RFP**).

This RFP is the second step of a two-step procurement, as described in the RFQ. This RFP solicits competitive proposals (each a **Proposal**) for a design-build team (**Progressive Design-Builder**) to enter into a Progressive Design-Build Contract, to develop, design and potentially construct the Project (inclusive of related documents, collectively, the **Contract**). This RFP is being issued in draft form. The final RFP will be issued on the date set forth in Section 1.3.

All Proposers must comply with the terms, conditions, constraints, deadlines, and other requirements of this ITP during the remainder of this procurement.

Capitalized terms, and abbreviations, used in this ITP have the meanings given, or referred to, in Exhibit A (Acronyms and Definitions).

1.2 Project Description, Goals

1.2.1 Project Description

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

The Department has initiated planning activities and environmental document preparation under NEPA. The Department will retain NEPA decision-making responsibilities for the Project. The Department anticipates it will obtain a FONSI for the Project during the first quarter of calendar year 2023.

Pursuant to 23 CFR 636.109, the comparative merits of all alternatives presented in the NEPA document, including the no-build alternative, will be evaluated and fairly considered. Until the FONSI is obtained, no commitment will be made as to any alternative under evaluation in the NEPA process, including the no-build alternative. To comply with the requirements of 23 CFR 636.109, the Contract includes the ability to incorporate any environmental commitments identified as part of the NEPA process that the Department determines should be performed by the Progressive Design-Builder. It also reserves the right to the Department to terminate the Project in the event the no build alternative is selected.

The Progressive Design-Builder understands and agrees that during the Planning Phase before the NEPA process is concluded, it shall be strictly limited to preliminary design engineering and activities and analyses that do not materially affect the objective consideration of alternatives in the NEPA process in accordance with all applicable restrictions and FHWA policies and rules, including FHWA Order 6640.1A.

See [Exhibit B](#) (Planning and Pre-Construction Phase Technical Requirements) of the Contract for additional information related to Progressive Design-Build and the anticipated scope of Work.

1.2.2 Project Goals

KDOT's goals and objectives for the Project remain as follows:

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

1.3 Procurement Schedule

Deadlines for the solicitation/procurement are shown in [Table 1](#) (Procurement Schedule).

Table 1: Procurement Schedule

<i>Procurement Milestone</i>	<i>(Est.) Schedule/Deadline*</i>
Issue Draft RFP	July 29, 2022
Deadline for Proposer submission of Proposer RFCs	August 10, 2022 at 2:00 p.m.
One-on-one discussions**	August 15, 2022 – August 18, 2022
KDOT Pre-Qualification Submittal Deadline (applicable to Lead Contractor, Lead Designer, and Key Personnel Firm seeking to become Pre-Qualified)	August 19, 2022
Issue Updated Draft RFP	August 31, 2022
Deadline for Proposer submission of Proposer RFCs for Updated Draft RFP	September 8, 2022 at 2:00 p.m.
Deadline for submission of Organizational and Key Personnel Changes for KDOT approval	September 8, 2022 at 2:00 p.m.
Issue Final RFP***	September 13, 2022 at 2:00 p.m.
Proposals due (<u>Proposal Due Date</u>)	September 20, 2022
Proposer interviews with KDOT	October 3, 2022 – October 6, 2022

<i>Procurement Milestone</i>	<i>(Est.) Schedule/Deadline*</i>
Selection of Apparent Best Value Proposer	October 10, 2022
Anticipated execution of Contract	November 7, 2022

* All times in this ITP are Central Standard Time (CST) or Central Daylight Savings Time (CDT), as applicable.

**Additional one-on-one discussions may be scheduled, at KDOT's sole discretion, should KDOT require additional information from Proposers, and a revision to the Procurement Schedule shall be communicated to Proposers by project notice or ITP addendum.

*** The Final RFP is not anticipated to have substantive modifications that affect Proposal content or evaluation. If the Final RFP includes any substantive changes, KDOT will revise the procurement schedule to provide additional time.

1.4 RFP Documents, Reference Information Documents

1.4.1 RFP Documents

The RFP Documents consist of the following, to include each as may be amended and supplemented:

1. This ITP document, inclusive of all Exhibits and forms; and
2. (form of) Contract and other Contract Documents.

1.4.2 Reference Information Documents

Proposers are directed to the Reference Information Documents (RIDs) available at the DMS for further information pertaining to the Project.

Unless otherwise stated by the Contract, the RIDs are not mandatory or binding. Proposers that elect to rely on the RIDs do so at their own risk. KDOT makes no representation, warranty or guarantee as to the accuracy, completeness, or relevance of the RIDs. By submitting a Proposal, each Proposer acknowledges and agrees that it shall not seek any remedy at law or in equity from KDOT as relates to any conclusions the Proposer draws from any of the RIDs.

2 RFP PROCESS

2.1 Participation, Process Generally

Proposers are responsible for reviewing the RFP Documents and any Addenda issued by KDOT prior to the Proposal Due Date. Proposers will be afforded an opportunity to submit written Requests for Clarification concerning the RFP in accordance with the process specified below. In addition, Proposers will be required to attend a mandatory one-on-one meeting with KDOT prior to the Proposal Due Date. KDOT plans to interview Proposers after receipt of Proposals as part of the evaluation process.

If an award is made, KDOT will execute a Contract with the responsible Proposer offering a responsive Proposal that is determined by KDOT to provide the best value to KDOT and to be in the best interest of the State of Kansas.

2.2 Requests for Clarification – Proposer RFCs

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

1. any term, condition, or provision of the RFP Documents that a Proposer seeks to change or omit, with reasons stated therefor;
2. any actual or perceived mistake, discrepancy, deficiency, ambiguity, inconsistency, inaccuracy, inadequacy, defect, error, or omission contained in the RFP Documents; and
3. any term, condition, or provision of the RFP Documents that Proposer fails to understand.

Proposers shall submit written Requests for Clarification (RFCs or Proposer RFCs) in accordance with this Section 2.2.

KDOT will only consider Proposer RFCs if submitted prior to the applicable deadline in the Procurement Schedule using, and complying with the requirements set forth in, Form QA (Proposal Request for Clarification). KDOT will consider Proposer RFCs in drafting Addenda, if any, to the RFP Documents. KDOT also may elect, at its discretion, to respond to Proposer RFCs through written responses. KDOT intends to respond to all RFCs at one time but reserves the right to respond to Proposer RFCs at their discretion. Any written responses will be for the information of the Proposers only and will not become part of the Contract.

KDOT intends to respond individually to Proposer RFCs identified by a Proposer or deemed by KDOT as “confidential” or “proprietary”. KDOT reserves the right to disagree with the Proposer’s assessment regarding confidentiality or the proprietary nature of information in the interest of maintaining a fair process or complying with applicable Law. Under such circumstances, KDOT will inform the Proposer and may provide the Proposer the opportunity to withdraw the question, rephrase the question, have the question answered non-confidentially, or, if KDOT determines that it is appropriate to provide a general response to all Proposers, KDOT will modify the question to remove information that KDOT determines is confidential or proprietary.

2.3 Pre-Proposal One-on-One Meetings

KDOT will offer a two-hour one-on-one meeting with each Proposer on the dates in the Procurement Schedule. KDOT will provide the location, options to attend virtually (if any), and other information to the Proposers prior to the meetings. Each Proposer shall provide an agenda and a list of participants who will be in attendance at least three Business Days prior to the meeting.

Without limiting KDOT’s reserved rights under Section 7.4 (Reserved Rights and Disclaimers), and subject to the Kansas Open Records Act, K.S.A 45-201, et seq., during the Proposers’ development of their Proposals, KDOT will not share any information discussed during one-on-one meetings with any other Proposers.

2.4 Examination of RFP; No Access to Site

Each Proposer is solely responsible for examining, with appropriate care and diligence prior to submitting its Proposal, the RFP Documents, the RIDs, and such other documents and information as the Proposer determines is necessary or desirable, in connection with the development of its Proposal and generally as relates to further participation in this procurement for the Project.

Proposers will not be afforded, nor shall Proposers seek or arrange for, access to the Site for investigation of existing facilities conditions, or surface/subsurface conditions.

2.5 KDOT Pre-Qualification Process

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 and www.ksdot.org/descons.asp, respectively.

If the Lead Contractor, Lead Designer, or any Key Personnel Firm is not a KDOT Pre-Qualified Contractor or Consultant, on or before the date identified on the Procurement Schedule, Proposers 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. Proposers 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.

2.6 Interviews

Following Proposal submission, Proposers will be required to attend an interview with KDOT, the location (including virtual meeting options, if any), duration, and other pertinent information pertaining thereto will be provided in advance to the Proposers. Interviews will be held on the dates set forth in the Procurement Schedule. Refer to Section 6.6 (Interviews) for additional information pertaining to interview scoring.

2.7 Final Contract; Negotiations; Award

If awarded, KDOT will award the Contract to the responsible Proposer offering a Proposal that meets the standards set by KDOT and that is determined by KDOT based on the selection criteria outlined in Section 6 (Evaluation Process and Rating Guidelines) to provide the best value to KDOT and to be in the best interest of the State of Kansas.

By submitting its Proposal, each Proposer commits to enter into the form of Contract included in the RFP, without negotiation or variation, except to fill in blanks and include other information that the form of Contract indicates is required. KDOT may negotiate any aspect of the Contract after selection of Apparent Best Value Proposer. The decision to commence negotiations and any topics of negotiation are at KDOT's sole discretion. If KDOT elects to negotiate the Contract, then the Proposer also hereby commits to engage in good faith negotiations. However, nothing in this Section 2.7 is intended to require negotiations before award or restrict negotiations after contracting, understanding that the progressive design-build delivery model contemplates on-going good faith negotiation of contract terms as specifically contemplated in the form of Contract for this Project.

If KDOT is unable to reach final agreement with the initial Apparent Best Value Proposer, then KDOT reserves the right to negotiate and enter into a Contract with the next highest-ranked Proposal. If so elected, then the Proposer that submitted the next highest ranked Proposal will be considered the Apparent Best Value Proposer for purposes of this Section 2.7.

A Proposer will be deemed to have failed to engage in good faith negotiations with KDOT if Proposer (i) fails to attend and actively participate in reasonably scheduled negotiation meetings with KDOT or (ii) insists upon terms or conditions for any documents to be negotiated or provided by Progressive Design-Builder hereunder that are inconsistent with the form of Contract.

2.8 Post-Selection Deliverables

As a condition precedent to execution of the Contract, the final Apparent Best Value Proposer shall deliver the following to KDOT:

1. within five Business Days after the later of KDOT notification of award or finalization of negotiations with Apparent Best Value Proposer:
 - a. evidence of authority to transact business in the State of Kansas for all members of Proposer's team that will transact business in the State, dated no earlier than 30 calendar days prior to the Proposal Due Date;
 - b. if not previously submitted, a copy of the final, executed, and effective organizational documents for Progressive Design-Builder and, if Progressive Design-Builder is a limited liability company, partnership, or joint venture, for each member or partner of Progressive Design-Builder. The final form of the organizational documents may not differ materially from the draft organizational documents included with the Proposal. If Progressive Design-Builder is a joint venture, attach a letter from each joint venturer stating that the joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of Progressive Design-Builder under the Proposal and under any contract arising therefrom; and
2. within 14 calendar days after delivery by KDOT to the Apparent Best Value Proposer of the execution form of the Contract:
 - a. signed Contract (scanned copies of original signatures are acceptable), together with evidence of the signatory authority of the signatories thereto. All original signatures shall be in blue ink;
 - b. approvals of each member or partner of the Progressive Design-Builder of the final form of the Contract, and of due authorization, execution, delivery, and performance, of the Contract by Progressive Design-Builder and, if Progressive Design-Builder is a joint venture, by its joint venture members;
 - c. a Contract Bond in the form prescribed in the Contract, in an initial penal sum of \$20,000,000, which shall automatically increase to the Total Construction GMP, not to exceed \$225,000,000, issued from the surety that provided the letter in the Apparent Best Value Proposer's SOQ, together with a letter from such surety, signed by an authorized representative as evidenced by a current certified power of attorney, certifying that the surety's representations in its surety letter (provided with the Financial Proposal) have not changed (e.g., credit rating, presence on the U.S. Department of Treasury's "Listing and Approved Sureties", etc.);
 - d. all certificates of insurance accompanied by one or more commitment letters from insurance brokers confirming that coverage will be placed for the relevant members of Proposer's team (Lead Contractor, Lead Designer, and each Key Personnel Firm) in accordance with the Contract Documents;

- e. a bringdown of the Key Personnel Commitments in Form KP (Form of Key Personnel Commitment) dated as of the Effective Date;
- f. a portion of the DBE Performance Plan required in the Contract, Exhibit G, at post-award, which includes the following information: (i) The DBE Civil Rights Designee; (ii) the planned outreach efforts to solicit DBE subcontractors for professional and construction services; (iii) the areas of anticipated Work to be contracted to DBE firms during the Planning Phase and during the Pre-Construction Phase if known; and (iv) the estimated cost of each area of anticipated Work to be contracted to DBE firms during the Planning Phase and during the Pre-Construction Phase if known. This information and the DBE Performance Plan shall be further developed in accordance with the PDB Contract; and
- g. satisfaction of any other conditions to execution of the Contract set forth under applicable Law.

2.9 Debriefings

Proposers not selected for award may request a debriefing. Debriefings shall be provided at the earliest feasible time after execution of the Contract.

Debriefings shall:

- 1. be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of any competing Proposal;
- 2. be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal;
- 3. provide information on areas in which the unsuccessful Proposer's Proposal had weaknesses or deficiencies; and
- 4. not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

3 GENERAL INFORMATION

3.1 Authorized Representatives

KDOT has designated the Project Director identified below to be its authorized representative for the procurement:

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

Each Proposer has previously designated its two Authorized Representatives for the procurement in its SOQ. The Authorized Representatives so designated shall be each Proposer's Authorized Representatives for purposes of this RFP (Proposer Authorized Representatives).

The Proposer Authorized Representatives shall be responsible for initiating or receiving all communication with KDOT and must be delegated the full authority of the Proposer to

communicate with KDOT throughout the procurement. All Proposer submissions and communications with KDOT should be made through the Proposer Authorized Representatives.

Each Proposer shall ensure that the name and contact information for its Proposer Authorized Representatives are accurate and current at all times during the procurement. Each Proposer shall provide written notice to KDOT of any requested change in its Authorized Representatives utilizing Form J to the RFQ.

3.2 Rules of Contact

The rules of contact described in this Section 3.2 apply from release of the RFP until selection of the Best Value Proposer or until the formal cancellation of the procurement by the Department. Proposer shall comply with all applicable Laws and refrain from lobbying any Governmental Authority in connection with the procurement. During the procurement, no employee, member, agent, advisor, or consultant of the Proposer may undertake any ex-parte communications, directly or indirectly, regarding this procurement with any representative of the State, the Department, FHWA, Butler County, Sedgwick County, the City of Wichita, or the City of Andover including their staff, advisors, contractors, or consultants, except for communications expressly permitted by this RFP.

The Proposer may not communicate with another Proposer regarding the Project, the Proposal, or any other Proposer's Proposal, except that a Proposer may communicate with an individual that is included in more than one Proposer organizations, so long as those Proposers have an established, documented protocol to ensure that such individual person or firm will not act as a conduit of information between the respective Proposer organizations.

All communication between the Proposer and KDOT shall occur through the DMS by the Proposer's Authorized Representative or DMS Coordinators until the date of the anticipated execution of the Contract as identified in the Procurement Schedule. The Proposer is responsible for checking the DMS for communication from KDOT. If an instance occurs where the DMS is unavailable, the Proposer shall contact KDOT through the Project E-mail.

3.3 English Language

All correspondence regarding the Proposal, the RFP Documents and all other matters pertaining to this procurement must be in the English language. If any original documents required for the Proposal are in any other language, the Proposer must provide a certified English translation, which will take precedence in the event of conflict with the original language.

3.4 Organizational Conflicts of Interest

The Proposer'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 Proposer 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. Proposers must include a full disclosure of all potential organizational conflicts of interest in their Proposal, including all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest, as required by 23 CFR 636.116.

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

1. Participation by any of the following Persons on more than one Proposer's team: Lead Contractor, Lead Designer or Key Personnel Firm¹
2. Participation by an Affiliate of any such Person identified in clause (1) above, on another Proposer's team.

All Proposers affected by the conflict of interest will be disqualified, even if a Proposer 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.

By submitting a Proposal, Proposers represent and warrant that their respective SOQs (Form H submittals thereunder) disclosed all conflicts of interest that were then-present and Proposer has disclosed any additional post-SOQ potential conflicts on a new Form H to be submitted with Form OCI (Organizational Conflict of Interest Disclosure Certification). By submitting Form OCI with its Proposal, Proposer shall reaffirm its Form H representations regarding no conflicts and, if applicable, Proposer's efforts to avoid, neutralize, or mitigate any potential conflict of interest.

By submitting its Proposal, each Proposer agrees that if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to KDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, KDOT may, at its sole discretion, disqualify the Proposer from the procurement.

Members of KDOT's project management team that have assisted with this procurement may not participate on any Proposer team. Proposers shall disclose all present or planned contractual arrangements with Garver, Ballard Spahr LLP, and Burns & McDonnell.

3.5 Changes to Organization, Key Personnel, SOQ Firm/Personnel Commitments

3.5.1 Entities on Proposer's Team

Unless a Proposer has received KDOT's written approval prior to submitting its Proposal, the Proposer shall not remove or replace the Lead Designer, Lead Contractor, any Key Personnel Firm, or any Subcontractor provided in its SOQ.

If a Proposer wants to remove or replace the Lead Designer, Lead Contractor, any Key Personnel Firm, or any Subcontractor identified in its SOQ, the Proposer shall submit to the Project Director a written request documenting the proposed change. Requests to replace an entity shall include the information required to be submitted for such entity as specified in the

¹ Key Personnel Firms that employ only the Project Controls Manager or only the Utility Coordinator may, however, participate on more than one Proposer team. If a Key Personnel Firm employs more than one Key Personnel, then, notwithstanding that one of the Key Personnel may be the Project Controls Manager or the Utility Coordinator, such Key Personnel Firm shall be subject to the foregoing restriction on participation

RFQ. Requests shall demonstrate, to KDOT's satisfaction, that (a) the current Proposer team, including any replacement entity, meets the criteria set forth in the SOQ and (b) the replacement or removal of any entity identified in its SOQ will not affect, in whole or in part, the basis upon which the Proposer was short-listed. The Proposer shall make these requests no later than the last day for submittal of such requests specified in the Procurement Schedule.

3.5.2 Key Personnel; Other identified Personnel

Unless a Proposer has received KDOT's written approval prior to submitting its Proposal, Proposer shall not include in its Proposal any replacements for the Key Personnel that were included in the Statement of Qualifications: Project Manager, Design Manager, Construction Manager, Roadway-Design Manager, Structures Design Manager, MOT Design Manager, Utility Coordinator, and Project Controls Manager. Proposer shall also not include any replacements for the additional Key Personnel identified in their SOQ.

If a Proposer wants to replace any Key Personnel or additional Key Personnel identified in its SOQ, then the Proposer shall submit a written request to the Project Director documenting the proposed change accompanied by (a) the information required to be submitted for such Key Personnel as specified in the RFQ to demonstrate that the replacement meets the criteria set forth in the SOQ or (b) information to demonstrate that the proposed replacement of Key Personnel, including additional Key Personnel, identified in its SOQ will not affect, in whole or in part, the basis upon which the Proposer was short-listed. The Proposer shall make these requests no later than the last day for submittal of such requests specified in the Procurement Schedule.

3.5.3 Deadline; Generally

Proposers shall have submitted requests for approval of any changes sought under this Section 3.5 on or prior to the deadline set forth in the Procurement Schedule.

KDOT is under no obligation to approve any requests made under this Section 3.5, and KDOT may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. If KDOT fails to respond within such period, the request shall be deemed denied.

3.6 Disadvantaged Business Enterprises

It is the policy of KDOT that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, KDOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation assisted contract because of sex, race, religion, or national origin.

A DBE Goal of 12% of the combined Planning Phase Compensation and, upon determination, the Pre-construction Phase Compensation.

KDOT will establish the official DBE participation goal for the Construction Phase, based on more fully developed plans for the Project, but prior to commencement of the Construction Phase. KDOT anticipates that such goal will be in the range of 10% to 15% of that portion of the Total Construction GMP comprising estimated cost of Construction Work.

Each Proposer shall complete and submit Form DBEC with its Proposal. Post-award and throughout Contract performance, Progressive Design-Builder will be required to submit and maintain a DBE Performance Plan in accordance with Exhibit G of the Contract.

3.7 Ownership of Work Product; Costs for Preparing Proposal

Unless otherwise required by law, all information provided by the Proposer to the Department during the procurement shall become the property of KDOT and shall not be returned to the Proposer.

All costs related to the procurement shall be borne by the Proposer with no recourse to KDOT. KDOT assumes no obligation to reimburse any costs incurred or alleged to have been incurred by Proposer.

4 GENERAL PROPOSAL SUBMISSION REQUIREMENTS, INFORMATION

4.1 Format; Constraints; Requirements

Unless otherwise allowed in this ITP, the Proposal must be formatted for 8.5-inch x 11-inch paper. Charts and other graphical information may be formatted for 11-inch x 17-inch paper. Minimum font size is 11-point; however, 10-point text may be used within graphs or tables.

All pages of the Proposal shall be sequentially numbered and shall not exceed the page limits set forth for such section as described in this ITP. Section dividers will not count to the page limits. Each electronic file shall not exceed 50MB in file size. Proposers must exclusively use United States dollars in their Proposals.

Where a member of the Proposer, fills more than one role identified as requiring the entity filling that role to submit one or more forms required for a responsive Proposal, then such member need only submit one form, noting on such forms all roles filled. For example, if the Proposer is also the Lead Contractor, then only one form – noting both roles – would be required.

4.2 Proposal Delivery Information

Proposals must be submitted by 2:00 p.m. Central Time on the Proposal Due Date.

Proposers shall provide one electronic copy of each component part of the Proposal (including additional electronic documents as required under Exhibit C (Administrative Information Instructions), Exhibit D (Technical Proposal Instructions), and Exhibit E (Financial Proposal Instructions)) to KDOT through the DMS.

Each file shall be clearly named and organized according to the format of this ITP. No hard-copy Proposals are required, nor will hard-copy Proposals be accepted. Proposals submitted via the Project E-Mail will be rejected.

Proposer may withdraw its Proposal at any time prior to the time due on the applicable Proposal Due Date. A withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal so long as such new Proposal is received before the time due on the Proposal Due Date. If a Proposer does not intend to submit a Proposal, KDOT requests a letter stating the same.

5 PROPOSAL CONTENTS AND ORGANIZATION

5.1 Contents of Proposal

Each Proposal shall consist in three separate volumes: (i) the Administrative Information, (ii) the Technical Proposal, and (iii) the Financial Proposal. The Administrative Information must meet the requirements of Section 5.2.2 (Administrative Information) and Exhibit C (Administrative Information Instructions). The Technical Proposal must meet the requirements of Section 5.2.3 (Technical Proposal) and Exhibit D (Technical Proposal Instructions). The Financial Proposal must meet the requirements of Section 5.2.4 (Financial Proposal) and Exhibit E (Financial Proposal Instructions).

5.2 Organization of Proposal

5.2.1 *Generally*

The Proposal shall be organized, clearly indexed, ordered, and formatted in accordance with the section headings of each of Exhibit C (Administrative Information Instructions), Exhibit D (Technical Proposal Instructions), and Exhibit E (Financial Proposal Instructions), respectively.

The Proposal shall be submitted as a series of discrete searchable “.pdf” files, bookmarked to the section headings described in the foregoing exhibits (except as expressly stated otherwise with respect to certain Administrative Information and the Technical Proposal, as described below).

File names shall conform to the conventions specified below, as applicable to each of the Administrative Information, the Technical Proposal, and the Financial Proposal. Electronic files shall not be locked so as to prevent copying or printing, nor may electronic files be encrypted (e.g., password protected) or otherwise restricted in access.

All blank spaces in the Proposal forms must be filled in as appropriate or identified as “not applicable” with “n/a” annotation in the applicable space.

No changes shall be made in the Proposal forms by the Proposer other than formatting changes, minor grammatical changes, and “extending” the form by adding additional information, if the form itself affords the Proposer the opportunity to do so, and then in accordance with the instructions therein.

5.2.2 *Administrative Information*

The Administrative Information volume shall be contained in one volume, as more fully described in Exhibit C (Administrative Information Instructions). The Administrative Information volume (including any tables, graphics, charts, drawings, and documents) file shall be named using the following naming convention:

[Proposer Name]_US54_US400_Administrative_Vol_1

Proposers shall provide the Administrative Information including all the required attachments and forms. Any attachments must be clearly labeled as accompanying the Administrative Information.

Corporate, partnership, joint venture, and limited liability company documents (e.g., articles of incorporation, bylaws, partnership agreements, joint venture agreements, and limited liability

company operating agreements) need not be submitted in searchable .pdf format. All such corporate, partnership, joint venture, and limited liability company documents may be submitted in separate PDF(s) with appropriate file names to distinguish them from the PDF of the rest of the Administrative Information.

No page limits apply to the Administrative Information.

5.2.3 Technical Proposal

The Technical Proposal shall be contained in one volume, as more fully described in Exhibit D (Technical Proposal Instructions). The components of the Technical Proposal shall comply with applicable page limits specified in Exhibit D. The Technical Proposal file shall be named using the following naming convention:

[Proposer Name]_US54_US400_Technical_Vol_2

The Technical Proposal (including any tables, graphics, charts, drawings, and documents) shall be sequentially numbered. No page limits apply to Technical Proposal appendices and exhibits. Note, however, that KDOT does not commit to review any information in appendices and exhibits other than those required to be provided, and the technical evaluation process will focus on the body of the Technical Proposal and any required appendices and exhibits.

KDOT may seek, via KDOT RFC, submitted technical information (e.g., drawings, schedules) in their native programs in addition to the .pdf format required.

5.2.4 Financial Proposal

The Financial Proposal shall be submitted in two separate parts, in separate .pdf files: (1) the Pricing Proposal; and (2) the surety letter.

The file containing the Pricing Proposal shall be named using the following naming convention:

[Proposer Name]_US54_US400_Financial_Pricing_Vol_3

The Financial Proposal shall also contain a letter from a surety company that satisfies the requirements of Exhibit E (Financial Proposal Instructions). The file containing the surety letter shall be named using the following naming convention:

[Proposer Name]_US54_US400_Financial_Surety_Vol_3

6 EVALUATION PROCESS AND RATING GUIDELINES

6.1 Generally; Overview; KDOT Rights

KDOT's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all applicable legal requirements governing this procurement. The Proposal evaluation process will consist of the steps outlined herein.

In each step, KDOT may issue KDOT RFCs to ensure Proposals are fully evaluated, and Proposers are offered the opportunity to afford KDOT clarifying information to aid in the evaluation, as more fully set forth in Section 6.5 (Requests for Clarification – KDOT RFCs).

6.1.1 Responsiveness, Pass/Fail; Reserved Right to Expedite Evaluation

The Proposals will be reviewed for conformance to this ITP regarding organization and format, the responsiveness of the Proposer to the requirements set forth in this ITP, and completeness of Proposal. If responsive, Proposals will then be reviewed for compliance with the pass/fail criteria identified with respect to each volume, as more fully set forth in what follows.

6.1.2 Substantive Evaluation (Best Value)

KDOT will review and qualitatively evaluate separately and score each Proposer's Technical Proposal and the Pricing Proposal section of the Financial Proposal. Thereafter, qualitative evaluation of Proposers' respective interview performance will result in an interview score for each Proposer. An overall Proposal score will result as further described in Section 6.7 (Overall Proposal Score).

6.2 Responsiveness and Pass/Fail Evaluation

6.2.1 Responsiveness

Upon receipt, the Proposals will be reviewed for responsiveness to the requirements of this ITP, including specifically (a) for the Proposal's conformance to instructions regarding organization and format, and (b) completeness of submission.

Failure to be organized, conform to formatting requirements, and to be a complete and thorough submission will result in the Proposal being declared as non-responsive. A Proposal will be also considered non-responsive if (i) it seeks to qualify, change or otherwise not meet any of the terms and conditions of the Contract or (ii) it seeks to limit or modify the bonds, insurance, or warranties required. Inclusion of unpermitted modifications to any form as described in Section 5.2.1 (Generally) may result in the Proposal being considered non-responsive. Those Proposals declared non-responsive will be excluded from further consideration and the Proposer will be so advised.

Those Proposals found responsive will be evaluated, on a volume by volume basis, against pass/fail criteria.

Failure to achieve a "pass" rating on a pass/fail element may, in KDOT's sole discretion, also result in the Proposal being declared non-responsive.

6.2.2 Pass/Fail: Administrative Information

A Proposer's responsive Administrative Information will be evaluated based on the following pass/fail criteria:

1. the Proposer has provided evidence of its legal organization, or if the Proposer is unincorporated, the Proposer has provided evidence of the legal organization of the members/joint venture participants in Proposer (as the Progressive Design-Builder), in the latter case, reflecting jointly and several liability of the members/joint venture participants for any and all of the duties and obligations of Progressive Design-Builder under the Proposal and under any contract arising therefrom;
2. all Persons required to be pre-qualified under Section 2.5 (KDOT Pre-Qualification Process) are pre-qualified on or before the Proposal Due Date;

3. KDOT's review of the Proposer's submitted Form NCA (Non-Collusion Affidavit), Form OCI (Organizational Conflict of Interest Disclosure Certification), Form D (Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate), or any combination thereof, discloses no material and adverse information as to the responsibility of the Proposer (as the Progressive Design-Builder), the responsibility of any of the Major Contractors identified in the Proposal, nor any owner, officer, partner, director, or financial controller of such firms, as applicable.

6.2.3 Pass/Fail: Technical Proposals

A Proposer's responsive Technical Proposal will be evaluated to determine whether the Lead Designer, Lead Contractor (if not the Progressive Design-Builder itself), Key Personnel, and other individual persons identified within its SOQ that are included in the Proposal have not changed since the Proposer's SOQ, except with KDOT's prior written approval.

6.2.4 Pass/Fail: Financial Proposals

Financial Proposals will be evaluated on a pass/fail basis based on:

1. the Financial Proposal's inclusion of a surety letter responsive to all of the criteria set forth in Exhibit E (Financial Proposal Instructions);
2. inclusion of fully-burdened hourly labor rates for each discipline identified in Form PF (Pricing Form); and
3. the total hours distributed among all disciplines in Form PF (Pricing Form) equals 37,500.

6.3 Evaluation of Technical Proposals (65 points)

The Technical Proposal will be evaluated to determine its ability to meet or exceed the Project goals and requirements and will be scored in the following categories, for a total maximum Technical Proposal score of 65 points:

1. Project Approach – General (9/65 points maximum);
2. Project Approach – Planning Phase (12/65 points maximum);
3. Project Approach – Pre-construction Phase (21/65 points maximum); and
4. Project Approach – Construction Phase (23/65 points maximum).

The evaluation criteria for the Project Approach – General are as described below.

The extent the Proposer demonstrates:

1. an understanding of the Project and Project goals;
2. an understanding of progressive design-build delivery;
3. a general management structure that facilitates coordination and collaboration among the parties involved in the Project;
4. effective project management techniques related to scheduling and quality; and
5. an effective approach to staffing the Project and managing staff turnover.

The evaluation criteria for the remaining categories of the Project Approach (Planning Phase, Pre-construction Phase, and Construction Phase) are the same, and are as described below.

The extent the Proposer demonstrates:

1. an alignment with project goals and the concepts of progressive design-build delivery;
2. an approach that effectively engages Key Personnel and other project personnel;
3. an efficient and effective approach for coordination and collaboration with, KDOT's consultants, third-parties, and stakeholders in connection with the Project;
4. an understanding of the scope of work, schedule for the work, and effective processes to advance and manage the Project in a manner that is cost-effective and ensures quality while maintaining the schedule;
5. an approach that is considerate of impact to the traveling public; and
6. innovative concepts, processes, or management strategies that will benefit the Project during each phase of the process – Planning Phase, Pre-construction Phase, and Construction Phase.

KDOT will add the points awarded for each evaluation factor to determine the Technical Proposal score.

6.4 Evaluation of Pricing Proposals (15 points)

If a responsive Proposal passes all pass/fail criteria, then the Pricing Proposal section of its Financial Proposal will be evaluated to the extent it includes:

1. a distribution of hours that aligns with the Planning Phase approach described in the Technical Proposal and demonstrates likelihood of successfully completing the tasks during this phase;
2. a distribution of hours that aligns with the Pre-construction Phase approach described in the Technical Proposal and demonstrates likelihood of successfully completing the tasks during this phase;
3. rates that are reasonable when considering the level of experience identified in the SOQ or Technical Proposal for a particular resource; and
4. rates that are reasonable when considering the level of experience generally expected of an individual filling the identified role.

6.5 Requests for Clarification – KDOT RFCs

KDOT may (but is not obligated to) at any time issue one or more RFCs (each, a KDOT RFC) to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify any aspect of its Proposal. Proposers 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 Proposals may be re-evaluated to factor in the clarifications and additional information.

6.6 Interviews (20 points)

Each Proposer will be required to attend an interview with KDOT as described in this Section 6.6.

Each Proposer may bring to its interview any material that it believes may assist KDOT in evaluating the Proposal. Each team will be required to attend the interview with all required Key Personnel and additional Key Personnel. The Proposer may bring other individuals so long as the total number of attendees does not exceed 12.

The presentation, case study exercises, and question and answer (Q&A) period will last approximately 90 minutes and will be qualitatively evaluated and scored by KDOT out of a maximum of 20 points. The format of the interview will be as follows:

1. Introduction and Presentation of Project Approach: 15 minutes
2. Team Challenge: 25 minutes
 - a. The Proposer will be given a written challenge to review and propose a course of action to address the elements in the challenge. The Proposer will be given 15 minutes to prepare a response or solution; and
 - b. 10 minutes for Proposer to present solutions and findings to KDOT interview panel.

Note: KDOT's selection panel will be in the room watching the team work together and collaborate. Proposer may call on the KDOT selection panel for more information as needed, but this will be included in the 15 minutes allotted to the Proposer team's work on the written challenge.
 - c. Q&A with KDOT's selection panel: 45 minutes
 - d. Closing: 5 minutes

Proposers will be evaluated on their interview performance and ability to work as a team based on the following criteria:

1. demonstrated Project understanding and approach;
2. clearly communicated concepts and approach;
3. demonstrated understanding of Progressive Design-Build delivery method, including understanding of Progressive Design-Builder's role at each phase of the Project, and required coordination with KDOT and other stakeholders;
4. demonstrated technical expertise, ability to anticipate technical issues and required levels of expertise for each Project phase;
5. ability to collaboratively develop and communicate a solution in response to a challenge; and
6. demonstrated recognition of key points and ideas, including the Progressive Design-Builder's role in Project advancement at each Project phase, likely issues and Project stressors at each Project phase, understanding of the GMP process and pricing transparency, and ideas and ability necessary to effectively collaborate with KDOT and other stakeholders to achieve Project goals.

6.7 Overall Proposal Score (100 points)

KDOT intends to identify the Proposer with the highest overall score as the "Apparent Best Value Proposer. The Proposers' scores are the sum of the Technical Proposal score (calculated as the sum of component scores determined under [Section 6.3](#) (Evaluation of Technical Proposals)), the Pricing Proposal score (determined under [Section 6.4](#) (Evaluation of Pricing Proposals)), and the interview score (determined under [Section 6.6](#) (Interviews)).

7 PROCUREMENT REQUIREMENTS

7.1 Nonpublic Process

The procurement of the Project will be conducted in accordance with the Kansas Open Records Act, K.S.A 45-201, et seq. All records related to this procurement shall be treated as confidential to the extent allowed by K.S.A. 45-221. All records related to this procurement, including SOQs, SOQ evaluation and short-listing procedures, Proposals, Proposal evaluation and selection procedures, and any records created during the evaluation and selection process, will remain protected records until the Contract has been executed by all necessary officials of the Progressive Design-Builder and the State, except for KDOT's right to publicly disclose certain information about the Proposals, such as the name and members of each team.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are protected under KORA. If the Proposer submits information in its Proposal that it believes is protected from disclosure under KORA and that it wishes to protect from disclosure, the Proposer must do the following:

1. at the time the Proposal is submitted, clearly mark as confidential all financial information, trade secrets, or other information customarily regarded as confidential business information that it regards as confidential and include a cover sheet identifying each section and page which has been so marked;
2. with respect to each such section and page, include a statement with its response justifying the Proposer's determination that the identified information is protected; and
3. defend any action seeking release of the records it believes to be protected and indemnify, defend, and hold harmless the State, its agents, and its employees from any judgments awarded against the State of Kansas 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 a Proposal, the Proposer agrees that this indemnification survives as long as the protected information is in the possession of KDOT.

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

7.2 Observers during Evaluation

Proposers are advised that observers from federal or other agencies, as well as KDOT consultants, may observe the Proposal evaluation process and will be permitted to review the Proposals after the Proposal Due Date. KDOT will allow FHWA officials and consultants advising KDOT to access the Proposals and other procurement related information. Outside observers will be subject to confidentiality obligations.

7.3 Improper Conduct and Non-Collusion

If the Proposer, or anyone representing the Proposer, offers, gives, solicits, accepts, or receives, directly or indirectly, any advantage, gift, gratuity, discount, bribe, or loan of any sort to or from KDOT, any State official, or any officers, administrators, staff, or consultants of any State agency, including agents or anyone representing the foregoing at any time during the Project procurement: (1) KDOT shall immediately disqualify the Proposer; and (2) KDOT may sue the Proposer for damages.

Neither Proposer nor any of its team members shall undertake any of the prohibited activities identified in Form NCA (Non-Collusion Affidavit).

7.4 Reserved Rights and Disclaimers

Notwithstanding anything to the contrary contained in the RFP or the Contract, KDOT reserves the right, in its sole discretion, to do any of the following, at any time, and from time to time:

1. develop the Project in any manner that it deems necessary or desirable, including modifying the scope of the Project;
2. modify or rephrase Proposer RFCs;
3. exclude from consideration any Proposer whose Proposal contains a material misrepresentation or omission;
4. reject any or all of the Proposals or other submittals or responses;
5. terminate evaluation of any and all submittals, responses, and Proposals;
6. cancel, modify, or withdraw the entire RFP
7. issue a new RFP;
8. investigate the qualifications (including to require additional evidence) of any Proposer or Progressive Design-Builder or any of Lead Designer, Lead Contractor, any Key Personnel Firm, and any Subcontractor, 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 Proposals;
9. hold meetings and exchange correspondence with the Proposers to seek an improved understanding and evaluation of the responses to the RFP;
10. require correction of or waive deficiencies, informalities, and minor irregularities in Proposals; or seek clarifications or modifications to a Proposal; and
11. disqualify any Proposer that changes its Proposal without KDOT approval, to include disqualification under subsequent RFPs pertaining to the Project for violating any rules or requirements of this solicitation/procurement set forth in this ITP or in any other communication from, or on behalf of, KDOT;
12. disclose information contained in any Proposal to the public as governed by applicable Law, order of any court having jurisdiction, or by this ITP.
13. appoint evaluation committees to review Proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluations;
14. exercise any other right reserved or afforded to KDOT under this ITP, or applicable Law or in equity.

Exhibit A – Acronyms and Definitions

Abbreviations

CFR	Code of Federal Regulations	NTE	not-to-exceed
DBE	Disadvantaged Business Enterprise	PDB	Progressive Design-Build
DMS	Document Management System	Q&A	Question and Answer
EEO	Equal Employment Opportunity	QA/QC Control	Quality Assurance/Quality Control
FHWA	Federal Highway Administration, U.S. Department of Transportation	RFC	Request for Clarification
GMP	Guaranteed Maximum Price	RFP	Request for Proposals
ICE	Independent Cost Estimator	RFQ	Request for Qualifications
ITP	Instructions to Proposers	RIDs	Reference Information Documents
KDOT	Kansas Department of Transportation	R/W	Right(s) of Way
MOT	Maintenance of Traffic	SOQ	Statement of Qualifications
NEPA Policy Act	National Environmental	SUE	Subsurface Utility Engineering

Definitions

Capitalized terms and acronyms used but not defined in the RFP Documents have the meanings given in this Exhibit A, and if not within this Exhibit A, then within the form of Contract.

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

“Administrative Information” means the portion of the proposal described in Section 5.2.2 (Administrative Information) and Exhibit C (Administrative Information Instructions).

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

“Amendment” means Scope Amendment.

“Apparent Best Value Proposer” has the meaning set forth in Section 6.1.2 (Substantive Evaluation (Best Value)).

“Authorized Representative” has the meaning set forth in Section 3.1 (Authorized Representatives).

“Consultant Pre-Qualification” has the meaning set forth in Section 2.5 (KDOT Pre-Qualification Process).

“Contract” means the Progressive Design-Build Contract.

“Contractor Pre-Qualification” has the meaning set forth in Section 2.5 (KDOT Pre-Qualification Process).

“DBE Goal” has the meaning set forth in Section 3.6 (Disadvantaged Business Enterprise).

“DBE Performance Plan” has the meaning set forth in Section 3.6 (Disadvantaged Business Enterprise).

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

“Financial Proposal” means the portion of the Proposal described in Section 5.2.4 (Financial Proposal) and Exhibit E (Financial Proposal Instructions).

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

“KDOT” means Kansas Department of Transportation.

“KDOT Pre-Qualification Process” and “KDOT Pre-Qualified” has the meaning set forth in Section 2.5 (KDOT Pre-Qualification Process).

“KDOT Pre-Qualified Consultant” has the meaning set forth in Section 2.5 (KDOT Pre-Qualification Process).

“KDOT Pre-Qualified Contractor” has the meaning set forth in Section 2.5 (KDOT Pre-Qualification Process).

“KDOT RFC” means a RFC initiated by KDOT.

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

“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.

“Major Contractor” means any of the following entities: (i) the Lead Contractor; (ii) the Lead Designer; (iii) Key Personnel Firm(s); (iv) Subcontractor(s) responsible for performing more than 15 percent of the design of the Project; and (v) Subcontractor(s) responsible for performing more than 20 percent of the construction of the Project.

“Pricing Proposal” means the portion of the Financial Proposal used to submit its pricing in the form of Form PF.

“Procurement Schedule” has the meaning set forth in Section 1.3 (Procurement Schedule).

“Professional Engineer” means a person who is duly licensed and registered by the Kansas State Board of Technical Professions to engage in the practice of engineering in the State of Kansas.

“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 to enter into the Contract with KDOT.

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

“Project” means the US-54/US-400 – Sedgwick and Butler Counties Project, KDOT Reference: 54-106 KA-6535-03.

“Project Director” means the person identified as the KDOT Project Director in Section 3.1 (Authorized Representatives).

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

“Proposal” means the proposal submitted by a Proposer in response to this ITP.

“Proposal Due Date” has the meaning set forth in Section 1.3 (Procurement Schedule).

“Proposer” means a Person submitting a Proposal for the Project in response to this ITP. Only Respondents short-listed by KDOT for this Project may be Proposers.

“Proposer Authorized Representative” has the meaning set forth in Section 3.1 (Authorized Representatives).

“Proposer RFC” means a RFC initiated by a Proposer.

“Protest Committee” means a committee appointed by the State Transportation Engineer to review a protest and decision of a Protest Official pursuant to Exhibit F (Protest Procedures).

“Protest Official” means the person identified as the Protest Official in Exhibit F (Protest Procedures).

“Request for Proposals” means a written solicitation issued by KDOT to the Proposers 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” thereunder that KDOT will use to identify Proposers invited to respond to the RFP for the Project.

“Requests for Clarification” has the meaning set forth in Section 2.2 (Requests for Clarification – Proposer RFCs).

“RFP Documents” has the meaning set forth in Section 1.4.1 (RFP Documents).

“State Transportation Engineer” means Burt Morey, Deputy Secretary, State Transportation Engineer, or his designee or successor.

“Statement of Qualifications” or “SOQ” means the information prepared and submitted by a “Respondent” thereunder in response to the RFQ.

“Technical Proposal” means the portion of the Proposal described in Section 5.2.3 (Technical Proposal) and Exhibit D (Technical Proposal Instructions).

Exhibit B – Not Used – See Exhibit B of the PDB Contract

Exhibit C – Administrative Information Instructions

1 TRANSMITTAL PACKAGE

1.1 Proposal Letter (Form PL)

The Administrative Information shall include the Proposal Letter substantially in the form of Form PL (Proposal Letter). Proposer shall attach to the Proposal Letter the documents and information described in the section entitled “Additional Information To Be Provided With Proposal Letter” of Form PL.

1.2 Legal Information

The Administrative Information shall include a signed statement by the Proposer attesting that the Lead Designer, Lead Contractor, and each Key Personnel Firm, with Key Personnel responsible for participating in some portion of the Work are each pre-qualified with KDOT, as required under ITP Section 2.5 (KDOT Pre-Qualification Process), as of the Proposal Due Date.

The Administrative Information shall include a completed Form MC (Proposer and Major Contractor Information) providing information about the Proposer (as the Progressive Design-Build) and each Major Contractor (identified in the Proposal and regardless of whether identified in the SOQ).

The Administrative Information shall include copies of organizational documentation described in the section entitled “Additional Information to Be Provided with Proposal Letter” of Form PL for Proposer and Progressive Design-Build (if not the Proposer), including any members/joint venture partners of Proposer and Progressive Design-Build, if any, as well as other documentation required by Form PL. If any modification to the organizational documents for such entity is contemplated prior to award or if Proposer intends to form an affiliated entity to be the Progressive Design-Build, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in the section entitled “Additional Information To Be Provided With Proposal Letter” of Form PL) for such proposed entity.

1.3 Not Used

1.4 Non-Collusion Affidavit (Form NCA)

The Administrative Information shall include Form NCA (Non-Collusion Affidavit), certifying that the Proposal is not the result of and has not been influenced by collusion.

1.5 Organizational Conflict of Interest Disclosure (Form OCI)

The Administrative Information shall include a certification on Form OCI (Organizational Conflict of Interest Disclosure Certification), (a) reaffirming the representations regarding no conflicts submitted in the Proposer’s Form H submission with its SOQ, and (b) including a Form H submission for any additional or changed Proposer team members, in each case, compliant with the requirements of the form.

1.6 Debarment and Suspension Certificate (Form D)

The Administrative Information shall include a certification on Form D (Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate) with respect to the Proposer (as the

Progressive Design-Builder) and each Major Contractor (identified in the Proposal and regardless as was identified in the SOQ) certifying to KDOT that each are not declared by the United States federal government, or any United States state/commonwealth government, or have not voluntarily declared themselves debarred, suspended, or ineligible from doing transactions with the United States federal government, state/commonwealth government, or any of their respective agencies and making other certifications as described on Form D.

1.7 DBE Requirements (Form DBEC)

The Administrative Information shall include a Certification of DBE Goal Attainment or Good Faith Efforts (Form DBEC (DBE Certification)) confirming that Proposer will obtain DBE commitments equal to or exceeding the DBE participation goal or will exercise good faith efforts to substantiate its attempts to meet the goal.

1.8 Certification Regarding Equal Employment Opportunity (Form EEO)

The Administrative Information shall include Form EEO (Equal Employment Opportunity), regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports, from the Proposer (as the Progressive Design-Builder) and each Major Contractor (identified in the Proposal and regardless as was identified in the SOQ).

1.9 Certification Regarding Buy America (Form USA)

The Administrative Information shall include Form USA (Buy America Certification), regarding Buy America requirements.

1.10 Certification re Use of Contract Funds For Lobbying (Form LC)

The Administrative Information shall include Form LC (Use of Contract Funds for Lobbying), executed by the Proposer certifying that no federal appropriated funds have been or will be paid for lobbying activities, and no other funds have been paid or will be paid to influence governmental decisions regarding this Project.

1.11 Key Personnel Commitment (Form KP)

The Administrative Information shall include Form KP (Form of Key Personnel Commitment) providing information concerning commitment to the Project of the proposed Key Personnel described in the RFQ Section 4.3.2.3 and incorporated herein by reference. Form KP shall reflect any KDOT-approved replacements to Key Personnel submitted in accordance with ITP, Section 3.5.2 (Key Personnel; Other Identified Personnel). Key Personnel commitments by each Key Personnel's employer consistent with that described on Form KP, to include evidence of signature authority by such employer. Proposers may duplicate the form as necessary to accommodate multiple employers.

The Design Manager, Roadway Design Manager, Structures Design Manager, and MOT Design Manager are required to be a Professional Engineer licensed in the State of Kansas not later than the Proposal Due Date.

The Proposer shall provide evidence, appended to Form KP, of the existence and date of each such license.

1.12 Israel Boycott Restriction Certification (Form BI)

The Administrative Information shall include Form BI (Israel Boycott Restriction Certification) (or several forms) certifying compliance with the State's restriction on boycott of Israel. Proposers may duplicate the form as necessary for execution by the Proposer and each Major Contractor.

1.13 Sexual Harassment Acknowledgement Form (Form SH)

The Administrative Information shall include Form SH (Sexual Harassment Acknowledgement Form) (or several forms) concerning acknowledgement of the Department's sexual harassment policy. Proposers may duplicate the form as necessary for execution by Progressive Design-Build (if not the Lead Contractor), Lead Contractor, Lead Designer, and each Key Personnel Firm.

Exhibit D – Technical Proposal Instructions

1 ORGANIZATION – LIMIT TO 1 PAGES (11" X 17")

The Technical Proposal shall include a complete and updated organizational chart, highlighting any changes and additions, if any, to that provided in the Proposer's SOQ. The organizational chart shall include the names, role in the organization, licensing information (e.g., PE license), and description of Work (if applicable) for the Proposer (as the Progressive Design-Builder) and each of the Lead Designer, Lead Contractor (if not the Progressive Design-Builder itself), Key Personnel Firm, Subcontractor (identified in the Proposal and regardless as was identified in the SOQ), and any Key Personnel or other individual persons (if identified in the Proposal and regardless as was identified in the SOQ).

1.1 Project Approach

1.2 General – Limit to 2 pages

Describe the Proposer's overall approach to deliver the Work described in the Contract Documents, including Exhibit B (Planning and Pre-construction Phase Technical Requirements) of the Contract, setting out:

1. Proposer's understanding of the Project goals referred to in ITP Section 1.2.2 (Project Goals) and the approach to help KDOT achieve the Project goals;
2. Proposer's approach to coordination and communications with KDOT and KDOT's advisors in connection with the Project;
3. Proposer's approach to forecasting necessary staff levels, maintaining those staff levels through each Phase of the Project and managing loss of staff during the Project;
4. Proposer's approach to supporting KDOT in working with stakeholders, and other third parties, such as regulatory agencies, and utilities; and
5. Proposer's approach to scheduling and quality management for all phases of the Work.

1.3 Planning Phase Approach – Limit to 2 pages

Describe Proposer's specific Planning Phase approach, specifically including:

1. a description of Proposer's plan for coordination and collaboration with KDOT and KDOT's NEPA/environmental consultants;
2. Proposer's overall approach to delivery of preliminary design and engineering and other Planning Work as requested and overseen by KDOT;
3. Proposer's approach to minimize impacts to Right of Way, utilities, and the natural environment; and
4. Proposer innovations during the Planning Phase and the potential impacts of the innovations on the Project.

1.4 Pre-construction Phase Approach – Limit to 6 pages

Describe Proposer's specific Pre-construction Phase approach, specifically including:

1. Proposer's approach to development, quality, and delivery of the Project design in consideration of the Project goals, including collaboration with KDOT and integration of

specific design issues, including Right of Way, permitting, stormwater management (including MS4 requirements and floodplain considerations), and utility impacts/relocations;

2. Proposer's approach to integrate and optimize the construction schedule with the design schedule and identify factors that may control the Project schedule;
3. Proposer's approach to development of Work Packages that would optimize Project delivery;
4. 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;
5. Proposer's approach to risk identification and mitigation during the Pre-construction Phase of the Project;
6. Proposer's innovations during the Pre-construction Phase and the potential impacts of the innovations on risk management, schedule, cost and quality; and
7. (i) a description of Proposer's approach to competitively soliciting subcontractor quotes for both professional services and services related to Construction Work 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, (iii) Proposer's approach to openness and transparency in the subcontracting solicitation and selection process, and (iv) Proposer's approach to identifying and enhancing DBE participation and equal employment opportunities.

1.5 Construction Phase Approach – Limit to 6 pages

Describe Proposer's specific Construction Phase approach, specifically including:

1. Proposer's overall construction management approach, including project controls methods and approach to quality control;
2. Proposer's approach to optimizing plans for Work Package implementation and management of associated MOT during construction;
3. the 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;
4. Proposer's approach to tracking, documenting, and ensuring compliance with DBE and equal employment opportunities requirements with respect to which Proposer certifies in Form DBEC (DBE Certification) and Form EEO (Equal Employment Opportunity);
5. Proposer's approach to risk management during the Construction Phase of the Project; and
6. any Proposer innovations during the Construction Phase and the potential impacts of the innovations on risk mitigation, time, safety, costs, and quality.

Exhibit E – Financial Proposal Instructions

1 PRICING PROPOSAL

Proposers are instructed to submit its pricing in the form of Form PF (Pricing Form) available on the DMS.

2 SURETY LETTER

Proposer shall provide a letter, from the surety identified in its SOQ, signed by an authorized representative as evidenced by a current certified power of attorney, using the following language and, where applicable, certifying to the following (where capitalized terms have the meanings given in the ITP):

1. As of the Proposal Due Date, the surety is a licensed bonding surety, authorized to conduct business in the State of Kansas.
2. As of the Proposal Due Date, the surety is listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (accessible at the following link: <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>).
3. The surety's rating is [●] and rated by [●] [and [●]], which is no less than the KDOT-required minimum A.M. Best and Company rating level of A- or better and Class A-X or better. [NTD: insert rating information]
4. The surety is providing this letter and accompanying certifications/acknowledgements for [●] [NTD: insert Lead Contractor's name] and that KDOT may rely on the certifications made within.
5. The surety has reviewed the RFP and all Addenda [NTD: modify if no Addenda or only one Addendum].
6. The surety has evaluated [●] [NTD: insert Lead Contractor's name] financial statements and capability, backlog and work-in-progress in determining its bonding capacity.
7. The surety understands the bonding requirements associated with Alternative Delivery and any Project-specific requirements identified as anticipated to be required of the selected Progressive Design-Builder under the Contract.
8. As was committed in surety's certification offered with Proposer's SOQ, the surety has performed further diligence (including examination of actual or anticipated material changes in material condition) as to whether the [●] [NTD: insert Lead Contractor's name] can obtain a bond covering payment and performance under the Contract in an aggregate penal sum of \$225 million and has determined that [●] [NTD: insert Lead Contractor's name] can, and surety is willing to place, a bond covering payment and performance under the Contract in such aggregated penal sum.

The surety imposes no requirement for additional diligence, analysis, or reporting, nor does the surety qualify, condition, or impose any additional requirements relating to placement of a bond covering payment and performance under the Contract in an aggregate penal sum of \$225 million, and if any such qualification, conditions, or impositions had been in place, the bases for each has been removed or otherwise satisfied.

Exhibit F – Protest Procedures

This Exhibit F sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies other than review by a Kansas court under the Kansas Judicial Review Act, K.S.A. 77-601, et seq., and agrees that the decision on any protest, as provided herein, shall be final agency action and conclusive unless wholly arbitrary as determined by a Kansas court. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in this RFP, 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 Proposer's actions. The submission of a Proposal by a Proposer shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

3 KDOT Written Protests Only

All protests must be in writing, whether related to pre-proposal, pre-award, or post-award phases of the procurement. 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. In addition, protests regarding this RFP made prior to the award of contract shall be filed only after the Proposer has informally discussed the nature and basis of the protest with the Project Director in an effort to remove the grounds for protest. Protests regarding this RFP made after the award of contract shall be filed only after the Proposer has been debriefed by the Project Director and received from the Project Director its proposal evaluation documentation.

The Protest Official may, in his/her discretion, discuss the written protest with the protestor prior to issuance of the Protest Official's written decision. The protestor shall have the burden of proving its protest by clear and convincing evidence. The Protest Official or his/her designee may hold a hearing on the protest or the Protest Official may seek to consider the protest on the basis of written submissions. The Protest Official or his/her designee shall issue a written decision regarding any protest to each Proposer and the written decision shall be deemed to be final the agency action pursuant to the Kansas Judicial Review Act, K.S.A. 77-601, et seq.

The Proposer agrees that any appeal of the protest Official's decision to the State Transportation Engineer shall be filed within seven calendar days after the Proposer receives the Protest Official's decision in accordance with Section 6 (Right of Appeal) and any appeal of the Protest Official's decision to the Shawnee County Kansas District Court shall be filed within 30 calendar days after the Proposer receives the Protest Official's decision. Because of the public interest in expedited procurement and unless the Protest Official's decision provides

otherwise, the appeal of the Protest Official's decision to the State Transportation Engineer does not suspend the 30 Day appeal time for Court review required by the Kansas Judicial Review Act, K.S.A. 77-601, et seq. KDOT may, in its sole discretion, proceed with the procurement during appeal unless prohibited by the Shawnee County Kansas District Court.

4 Protest Contents

All Protests must include the following:

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

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

The Protest Official will not be obligated to postpone the Proposal Due Date or Contract award announcement in order to allow a protestor an opportunity to correct a deficient protest or appeal, unless otherwise required by law or regulation or this Exhibit F.

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.

5 Protest Prior to Proposal Due Date

Protests prior to the Proposal Due Date shall be filed with the Protest Official within seven calendar 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 Proposal Due Date and whether or not the RFP or procurement should be delayed beyond the scheduled Proposal Due Date.

If the Protest Official determines that the scheduled Proposal Due Date should be delayed, all Proposers 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 proceeding with the procurement.

The failure of a Proposer to file a basis for a protest regarding this RFP 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 Proposer in time to protest prior to the Proposal Due Date.

6 Protest Prior to Award

When a protest or appeal has been filed in a timely manner with the Protest Official prior to award, KDOT, in its sole discretion, may award the Contract before or after resolution of the protest or appeal unless otherwise provided for by law.

7 Protest Regarding Award

If the award decision is being protested, a protestor shall protest in writing to the Protest Official as soon as practical, but not later than seven calendar days after the Project Director or his/her designee has debriefed the Proposer. At each debrief, the Project Director will furnish the Proposers a copy of the evaluation documentation that substantiates the award to the best value Proposer. If the protest has been filed in a timely manner, the Protest Official will promptly make a determination in writing regarding the validity of the protest and whether or not the procurement should be delayed or the award considered for revision.

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. If the procurement is delayed, all Proposers will be notified of the delay. The Protest Official or his/her designee shall issue a written decision regarding any protest to each Proposer and the written decision shall be deemed to be final agency action pursuant to the Kansas Judicial Review Act, K.S.A. 77-601, et seq.

Should a protestor wish to appeal the decision of the Protest Official concerning any award decision, a protestor shall follow the procedures as outlined in Section 6 (Right of Appeal).

8 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 a review of the decision of the Protest Official by: submitting a written request for review to the State Transportation Engineer within seven calendar days after receipt of the decision of the Protest Official and/or filing a petition for judicial review in Shawnee County Kansas District Court within 30 calendar days after receipt of the decision of the protest official, regardless of whether the protestor requests review by the State Transportation Engineer.

If the protestor requests review by the State Transportation Engineer, the State Transportation Engineer will appoint a Protest Committee of at least three members to review the protest and the decision of the Protest Official. The Protest Committee may hold a hearing on the protest or the Protest Committee may seek to consider the protest on the basis of written submissions. The Protest Committee shall issue a written decision regarding any protest to each Proposer and this written decision shall be part of the agency record for judicial review pursuant to the Kansas Judicial Review Act, K.S.A. 77-601, et seq.

If the Protest Committee affirms the decision of the Protest Official, the protestor may initiate or continue with court review of the Protest Official's decision under the Kansas Judicial Review Act, K.S.A. 77-601, et seq. As the review by the Protest Committee and/or State Transportation Engineer is discretionary with the Protestor, this review is not considered an attempt to exhaust administrative remedies, this review is not a prerequisite to seeking judicial review, and this review does not stay the 30-calendar day time period for judicial review of the Protest Official's decision.

If the Protest Committee disagrees with the Protest Official's decision, all documentation on the matter will be submitted to the State Transportation Engineer who will determine whether the decision of the Protest Official will be affirmed or reversed as well as how the agency will proceed with the procurement. Any decision by the State Transportation Engineer shall be deemed new final agency action under the Kansas Judicial Review Act, K.S.A. 77-601, et seq. for which a Protestor may seek review within 30 calendar days after receipt of the State Transportation Engineer's decision.

Forms

Form BI	Israel Boycott Restriction Certification
Form D	Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate
Form DBEC	DBE Certification
Form EEO	Equal Employment Opportunity
Form KP	Form of Key Personnel Commitment
Form LC	Use of Contract Funds for Lobbying
Form MC	Proposer and Major Contractor Information
Form NCA	Non-Collusion Affidavit
Form OCI	Organizational Conflict of Interest Disclosure Certification
Form PF	Pricing Form
Form PL	Proposal Letter
Form QA	Proposer Request for Clarification
Form SH	Sexual Harassment Acknowledgement Form
Form USA	Buy America Certification

Form BI – Israel Boycott Restriction Certification

Proposer:

Pursuant to K.S.A. 2021 Supp. 75-3740e-g, the Progressive Design-Builder (if not the Lead Contractor), Lead Contractor, Lead Designer, and each Key Personnel Firm(s) shall provide a written certification that the person or company is not currently engaged in a boycott of Israel.

By signing below, the applicable entity agrees and certifies that they are not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State of Kansas. If at any time after signing this certification the entity decides to engage in a boycott of Israel, the entity must notify the Department in writing.

[To be completed by the Proposer and each Major Contractor and signed by authorized signatory or signatories of the respective entity.]

By: _____
Signature

Typed or Printed Name

Title

Date

Form D – Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate

Proposer:

The undersigned, under penalty of perjury, certifies that, except as noted below, they or any other person associated therewith in the capacity of owner, partner, director, officer, or financial controller:

1. Is not currently suspended, debarred, voluntarily excluded, or disqualified from bidding by any federal or state agency.
2. Has not been suspended, debarred, voluntarily excluded, or disqualified from bidding by any federal or state agency within the past three years.
3. Does not have a proposed debarment pending.
4. 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 within the past 3 years.
5. Is not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty.
6. Has not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.
7. It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
8. It is not a corporation that was convicted of a felony criminal violation under a federal law within the preceding 24 months.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Insert exceptions, if any]

Exceptions will not necessarily result in denial of Award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

[To be completed by the Proposer and each Major Contractor and signed by authorized signatory or signatories of the respective entities.]

By: _____
Signature

Typed or Printed Name

Title

Date

Form DBEC – DBE Certification

Proposer:

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goals for participation by DBEs are established for non-construction professional services for the Planning Phase and Pre-construction Phase of the Project:

12% of the combined Planning Phase Compensation and, upon determination, the Pre-construction Phase Compensation

KDOT anticipates setting a DBE participation goal in the following range for construction services for the Construction Phase of the Project:

10% to 15% of that portion of the Total Construction GMP comprising estimated cost of Construction Work.

DBE Certification

By signing below, the Proposer certifies that:

1. the above DBE goals shall be met by obtaining commitments equal to or exceeding the DBE percentage or that the Proposer shall provide a good faith effort to substantiate the attempt to meet the goal; and
2. the Proposer shall submit a DBE Performance Plan meeting the requirements set forth in the Contract, describing the methods to be employed for achieving KDOT's DBE participation goals for construction of the Project.

[To be completed by Proposer.]

By: _____
Signature

Typed or Printed Name

Title

Date

Form EEO – Equal Employment Opportunity

Proposer:

The undersigned certifies that:

1. (It/He/She) [has/has not] _____ developed affirmative action programs on file at each establishment pursuant to 41 CFR § 60-4 and
2. (It/He/She) [has/has not] _____ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, (it/he/she) has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

[To be completed by Proposer and each Major Contractor and signed by authorized signatory or signatories of the respective entity, except as excluded below.]

[Insert Proposer or Major Contractor's Name]

By:

Signature

Typed or Printed Name

Title

Date

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by Proposers and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Form KP – Form of Key Personnel Commitment

Proposer's Name:

The Proposer hereby commits that, if awarded the Project, the Proposer will use the individuals listed below for their stated positions and that such individuals will be available to fulfill their Project-related responsibilities, in each case consistent with the Contract Documents.

Key Personnel:

Role	Key Personnel Name (First/Last)	Firm's Name
Project Manager		
Design Manager**		
Construction Manager		
Roadway Design Manager**		
Structures Design Manager**		
MOT Design Manager**		
Utility Coordinator		
Project Controls Manager		
[•]*		
[•]*		

* If Proposer identified additional Key Personnel under its SOQ, then address such individual person's information here.

** Append evidence of the existence and date of each Professional Engineer license to this Form KP.

[To be completed by the Proposer]

By: _____

Signature – Proposer Authorized Representative

Typed or Printed Name

Title

Date

[To be completed by each Key Personnel Firm and signed by authorized signatory or signatories of the respective entity.]

If the Proposer is awarded the Project, as employer of the following Key Personnel, I hereby commit that the Proposer may use the following individuals for their stated positions and that such individuals will be available to fulfill their Project-related responsibilities, in each case consistent with the Contract Documents:

By:

Signature – Authorized Representative of relevant employer***

Typed or Printed Name

Title

Date

*** insert evidence of signature authority.

Form LC – Use of Contract Funds for Lobbying

Proposer:

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

[To be completed by the Proposer.]

By: _____
Signature

Typed or Printed Name

Title

Date

Form MC – Proposer and Major Contractor Information

[To be completed by Proposer and each Major Contractor and signed by authorized signatory or signatories of the respective entity.]

Proposer Name:	
Company Name:	

Under penalty of perjury, I certify that:

1. I am an authorized representative for the company;
2. The company is pre-qualified to perform work as a consultant or contractor for the Department;
3. To the best of my knowledge and belief, following reasonable inquiry, the information submitted in this Proposal as it respects my company is true and correct.

By:

Signature

Typed or Printed Name

Title

Date

Form NCA – Non-Collusion Affidavit

Proposer:

Each of the undersigned, being first duly sworn, deposes and says that:

1. The undersigned, being first duly sworn, deposes and says that (he/she) is the [Title] _____ of [Company Name] _____, which entity is a [shareholder, partner, joint venture member or other] _____ of [Proposer's Name] _____, a [corporation, partnership, limited liability company, joint venture, or other] _____, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.
2. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the proposal, or of that of any other Proposer, or to secure any advantage against the Kansas Department of Transportation of anyone interested in the proposed Contract; all statements contained in the proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices, any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, proposal depository or any member, partner, joint venture, or agent thereof to effectuate a collusive or sham proposal.
3. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other proposal, until after Award of the Contract or rejection of all proposals and cancellation of the RFP.

[To be completed by the Proposer - Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so it is signed on behalf of all partners, members, or joint venturers of the Proposer]

[*Proposer Name*]

By: _____

Signature

Typed or Printed Name

Title

Date

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,
2022.

Signature

Printed Name of Notary Public
in and for said County and State

My commission expires

Form OCI – Organizational Conflict of Interest Disclosure Certification

[To be completed by Proposer.]

Proposer:

INSTRUCTIONS:

1. Submit one copy of this Form OCI completed by the Proposer;
2. Include a Form H submission in the form provided in the RFQ for any additional potential conflicts post-SOQ submission; and
3. Include a Form H submission in the form provided in the RFQ for any additional or changed Proposer team members.

NAME OF PROPOSER: _____ (the “Proposer”)

The Proposer’s attention is directed to ITP Section 3.4 (Organizational Conflicts of Interest) regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Proposers are advised that certain firms will not be allowed to participate on any Proposer’s team for the Project because of their work with KDOT in connection with the US-54/US-400 Progressive Design-Build Project in Sedgwick and Butler Counties, Kansas (the “Project”) procurement. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the ITP.

1. Reaffirmation of Representations Regarding No Conflicts

Proposer reaffirms that:

- All relevant facts relating to past, present, or planned interest(s) of the Proposer’s team (including the Lead Contractor, Lead Designer, each Key Personnel Firm, any proposed Subcontractors and their respective employees for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP were disclosed in Proposer’s Form H submission with its SOQ; and
- Proposer has attached a completed Form H (in the form required by the SOQ) for any additional organizational conflict of interest in connection with this RFP that arose after Proposer’s Form H submission with its SOQ; and
- Proposer has attached a completed Form H (in the form required by the SOQ) for any additional or changed Proposer team members that discloses any facts relating to past, present, or planned interest(s) of such additional or changed Proposer team members which may result in or could be viewed as, an organizational conflict of interest.

2. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, the information previously submitted by Proposer in its Form H submittal with the SOQ remains true and correct in all material respects, no conflict of interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed in Form H previously submitted with Proposer’s SOQ, and in the additional Form H submitted with this Form OCI for additional conflicts following SOQ submission and for any additional or changed Proposer team member, if any.

By: _____
Signature

Typed or Printed Name

Title

Company Name

Date

Form PF – Pricing Form

[See native file]

Form PL – Proposal Letter

Proposer:

[Proposal Date]

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

The undersigned (“Proposer”) submits this proposal in response to the Request for Proposals (the “RFP”) issued by the Kansas Department of Transportation (the “Department”), dated _____, 2022, as amended to solicit proposals for a design-build contractor to enter into a design-build contract (the “Contract”) to develop the US-54 / US-400 Sedgwick and Butler County Project (the “Project”) as more specifically described in the documents provided with the RFP (the “RFP Documents”). Initially capitalized terms that are used but not defined in this proposal shall have the meanings set forth in the RFP and RFP Documents.

In consideration of KDOT supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertakes [jointly and severally] [if Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in words “jointly and severally” and delete the brackets; otherwise delete the entire phrase] and agrees to the following:

Proposer shall keep this proposal open for acceptance for 120 days after the Proposal Due Date without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this proposal is submitted, without first obtaining the prior written consent of KDOT, in KDOT’s sole discretion.

If selected by KDOT, Proposer agrees: (a) to negotiate the terms of the Contract with KDOT in good faith and in accordance with the requirements of the RFP, if applicable, (b) to enter into and perform its obligations as set forth in the Contract, including compliance with all commitments contained in its proposal, and without varying or amending the Contract terms (except for modifications agreed to by KDOT in its sole discretion, (c) satisfy all other conditions to award of the Contract; and (d) perform its obligations as set forth in the Instructions to Proposers (ITP), as amended, and the form of Design-Build Agreement, including compliance with all commitments contained in this Proposal).

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

1. Administrative Proposal, including Proposal Security;
2. Technical Proposal; and
3. Financial Proposal.

Proposer acknowledges receipt, understanding, and full consideration of Addenda.

Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, and is satisfied that such provisions provide sufficient detail regarding the Work to be performed and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this proposal; that it has conducted such other investigations which are prudent and reasonable in preparing this proposal, including undertaking all activities sufficient to familiarize itself with the Project and undertaking a thorough review of all of the RFP Documents, including the Reference Information Documents; and that it has notified the Department of any deficiencies in or omissions from any RFP Documents or other documents provided by the Department and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the Statement of Qualifications previously delivered to the Department are true and correct as of the date hereof, except as otherwise specified in the enclosed proposal. Proposer agrees that such Statement of Qualifications, except as modified by the enclosed proposal, is incorporated in this proposal as if fully set forth therein.

Proposer represents that all statements made in the Proposal are true, correct, and accurate as of the date hereof.

Proposer understands that KDOT is not bound to accept any Proposal that the Department may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer.

Proposer consents to KDOT's disclosure of its Proposal pursuant to the applicable provisions of Kansas law after award of the Contract by KDOT. Proposer acknowledges and agrees to the disclosure terms described in ITP Section 7.4 (Reserved Rights and Disclaimers). Proposer expressly waives any right to contest such disclosures as may exist under applicable law.

Proposer agrees that the Department will not be responsible for any errors or omissions in its Proposal.

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

[To be signed by authorized signatory or signatories of the Proposer, use appropriate signature block(s)]

Sample signature block for corporation or limited liability company:

[*Proposer Name*]

By: _____
Signature

Typed or Printed Name

Title

Date

Sample signature block for partnership or joint venture:

[*Proposer Name*]

By: [General Partner or Member's Name]

By: _____
Signature

Typed or Printed Name

Title

Date

Sample signature block for attorney in fact:

[*Proposer Name*]

For: [Name]

By: _____
Signature

Typed or Printed Name

Title

Date

Proposer's Business Address:

[Name]

[Street Address]

[City, State, ZIP]

[Country]

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

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

1. Describe in detail the legal structure of the Proposer/ Progressive Design-Builder.
 - a. If the Proposer/Progressive Design-Builder is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for Proposer/ Progressive Design-Builder and each corporation, in each case certified by an appropriate individual within each such entity. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
 - b. If the Proposer/ Progressive Design-Builder is a partnership or includes a partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation/formation and organizational documentation for the Proposer/ Progressive Design-Builder (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture), in each case certified by an appropriate individual within each such entity. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
 - c. If the Proposer/ Progressive Design-Builder is a joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all joint venture members and the equity ownership interest of each entity, provide the incorporation/formation and organizational documentation for the Proposer/ Progressive Design-Builder (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture), in each case certified by an appropriate individual with each such entity. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
 - d. If the Proposer/ Progressive Design-Builder is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation/formation and organizational documentation for the Proposer/ Progressive Design-Builder (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture), in each case certified by an appropriate individual within each such entity. If any entity is not yet formed, so state and indicate that this information will be provided prior to award.
2. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.

With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate and authorized officer of the corporation.

- e. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate and authorized officer of each general partner.

- f. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and, if required by its operating agreement, a manager/managing member(s) resolution providing such authorization, certified by an appropriate and authorized officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information.
 - g. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate and authorized officer of such joint venture member.
 - h. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable. The required resolutions shall provide that the Proposer is authorized to enter into the Contract if selected for award, and that persons signing the Proposal on behalf of such Proposer are also authorized to execute the Contract if awarded to the Proposer.
- 3. The Design-Builder partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to the Department, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners or members, as applicable, no joint venture member, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to the Department and identify on a cover page where in the agreement the provision can be found. If the Design-Builder is not yet formed, provide draft organizational documents and indicate where the provision is found.

Form QA – Proposer Request for Clarification

INSTRUCTIONS:

1. Submit one copy of this Form QA for each set of requests for clarification being submitted by the Proposer.
2. Submit this form in English (United States) and in Microsoft® Word file format.
3. Specify the relevant document (e.g., the ITP Exhibit, form of Contract, etc.), including the relevant section/subsection/clause number.
4. Indicate whether the question is a Category 1, 2 or 3 question:
 - a. “Category 1” means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Proposer from submitting Proposal;
 - b. “Category 2” means an issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Proposer from submitting a Proposal; and
 - c. “Category 3” means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc. Category 3 questions include corrections of typographical errors, incorrect cross references or inconsistencies within or among the RFP Documents.

Form QA

NAME OF PROPOSER:	
Address:	
Telephone Number:	
E-mail Address:	
Date:	

No.	Document	Section	Category	Issue Topic	RFP Question

Form SH – Sexual Harassment Acknowledgement Form

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination and shall not be interpreted to in any way diminish such

laws and regulations. The Order provides conduct requirements for covered persons and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation:

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

[To be completed by Proposer and each Major Contractor and signed by authorized signatory or signatories of the respective entity.]

[Insert company name]

By: _____
Signature

Typed or Printed Name

Title

Date

Form USA – Buy America Certification

Proposer:

The undersigned certifies that only domestic steel and iron will be used for the construction portion of the Project as required by and to the extent required by 23 U.S.C. § 313, all relevant provisions of the Build America, Buy America Act, contained within the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, 23 CFR 635.410, Federal Highway Administration Policy Memoranda and Guidance on Buy America, and the Contract Documents. The undersigned understands that, although 23 CFR 635.410 allows a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1 percent of the Contract Amount, the Progressive Design-Builder shall obtain the Department's approval of the use of any foreign iron or steel before incorporation into the Project.

[To be signed by authorized signatory or signatories of the Proposer]

By:

Signature

Typed or Printed Name

Title

Date