

# **Alabama Department of Transportation**

## **Request for Qualifications and Proposals**

### **I-10 Bayway Design-Build Project**

**RFQ/RFP issued September 2, 2022**

**Addendum #1 issued February 16, 2023**

**CPMS No. 100073597**

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## **EXHIBITS**

Exhibit A	Definitions and Acronyms
Exhibit B	Project Description, Project Information and Scope of Work
Exhibit C	Administrative Proposal Instructions
Exhibit D	Technical Proposal Instructions
Exhibit E	Financial Information Instructions
Exhibit F	Required Forms
Form A	Proposal Letter
Form B-1	Identification of Proposer and Principal Participants
Form B-2	Information about Proposer Organization
Form B-3	Information about Major Participants and the Independent Quality Firm
Form C	Responsible Proposer Questionnaire
Form D	Non-Collusion Affidavit
Form E	Conflict of Interest Disclosure Statement
Form F	Debarment and Suspension Certification
Form G	DBE Certification
Form H	Equal Employment Opportunity Certification
Form I	Certification Regarding Alabama Law
Form J	Not Used
Form K	Certification Regarding Buy America
Form L	Certification Regarding Use of Contract Funds for Lobbying
Form M	Certification Regarding Ineligible Contractors
Form N-1	Proposer Experience
Form N-2	Key Personnel Experience
Form N-3	Additional Key Personnel Experience
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Form O	Not Used
Form P	Proposer Registration
Form Q	Request for Clarification Form

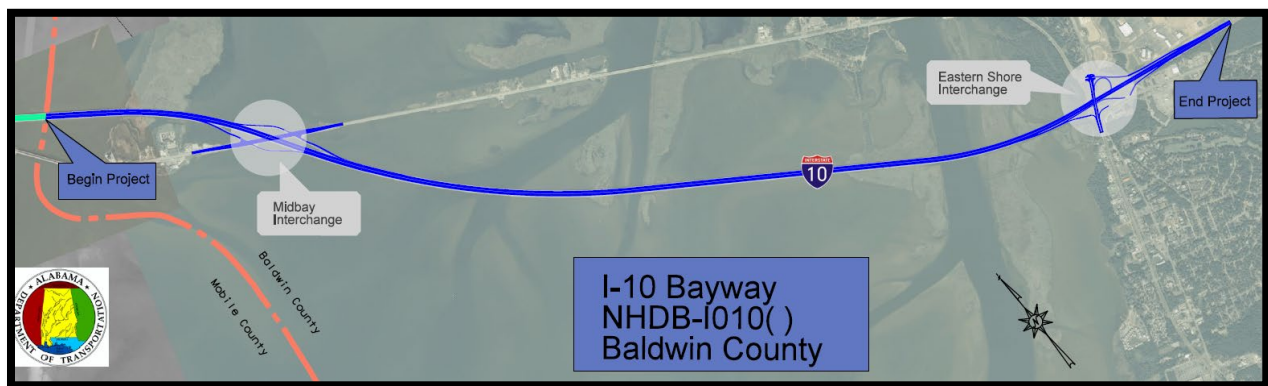
**INSTRUCTIONS TO PROPOSERS**  
**Request for Qualifications and Proposals**  
**I-10 Bayway Design-Build Project**

**SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS**

**1.1 Introduction**

This Request for Qualifications and Proposals (“**RFQ/RFP**”), as it may be amended, is issued by the Alabama Department of Transportation (“**ALDOT**”) to seek competitive proposals (individually, a “**Proposal**” and collectively, “**Proposals**”) for a progressive design-build contract that will consist of a Design-Build Agreement and related documents (the “**Design-Build Agreement**” or “**DBA**”). The Design-Build Agreement will provide that the successful Proposer (“**Design-Builder**”) shall develop, design, and construct (subject to the terms of the DBA) a replacement of the two existing two-lane bridges across the Mobile Bay with two three-lane bridges built above the 100-year storm event maximum wave height (the “**Project**”). The Project, together with a second separate progressive design-build project for the development and design of a new six lane bridge with a minimum of 215 feet of air draft clearance across the Mobile River channel (the “**Mobile River Bridge Project**”), will address acute and growing congestion issues by increasing the capacity of I-10, providing a direct interstate route for hazardous material transport and minimizing adverse impacts to the maritime industries. The Project and the Mobile River Bridge Project will also improve geometrics, enhance access to major industrial and freight destinations in the Mobile area, and facilitate economic growth. The Project and the Mobile River Bridge Project extend approximately eleven miles through Mobile and Baldwin Counties, Alabama. The Project will include improvements along the alignment depicted below in Figure 1.

Figure 1: I-10 Bayway Project



More information regarding the Project is set forth in Exhibit B to this RFQ/RFP. Additional information, including Project reference documents, may be obtained after submitting a Bayway Reference Documents Request form found at the Design Build section on the ALDOT website ([www.dot.state.al.us/business/DesignBuild.html](http://www.dot.state.al.us/business/DesignBuild.html)).

ALDOT is issuing this RFQ/RFP to procure the Project, and will enter into the Design-Build Agreement, in accordance with Section 23-1-40 of the Code of Alabama (1975), as amended by Act 2016-257, Section 23-2-144(a)(12)a of the Code of Alabama (1975), and other applicable provisions of Alabama law. The term sheet in respect of the Design-Build Agreement (the "**DBA Term Sheet**") is included in Volume II of this RFQ/RFP. All firms or teams of firms desiring to enter into the Design-Build Agreement (individually, a "**Proposer**" and collectively, "**Proposers**") are invited to submit Proposals pursuant to this RFQ/RFP. Proposers must comply with these Instructions to Proposers ("**ITP**") during the procurement and in their responses to the RFQ/RFP. Proposers shall also take into consideration the Project goals identified in Section 1.3 below in drafting their Proposals.

The RFQ/RFP requires each Proposer to be prepared to act as the Design-Builder for the Project if the Proposer is selected.

All forms identified in this ITP are found in Exhibit F. Capitalized terms and acronyms not otherwise defined herein are defined in Exhibit A hereto or in the DBA Term Sheet, as applicable.

## **1.2 RFQ/RFP Documents**

### **1.2.1 Documents Comprising the RFQ/RFP**

The RFQ/RFP consists of the following volumes, and any other documents that may be issued by Addendum, as such documents may be amended and supplemented (collectively, the "**RFQ/RFP Documents**"):

- (a) **Volume I – this ITP (including exhibits and forms)**
- (b) **Volume II – the DBA Term Sheet**
- (c) **Volume III – Reference Documents**

### **1.2.2 Addenda**

ALDOT reserves the right, in its sole discretion, to revise, modify, or change the RFQ/RFP and/or Procurement Process at any time. Any such revisions will be implemented through issuance of Addenda to the RFQ/RFP.

### **1.2.3 Errors**

If any mistake, discrepancy, deficiency, ambiguity, error, or omission is identified by a Proposer at any time during the Procurement Process in any of the documents supplied by ALDOT, Proposer shall notify ALDOT's Authorized Representative at the email address provided Section 2.2.

## **1.3 Project Goals**

ALDOT's goals for the Project are identified below:

- Realize the benefits of progressive design-build project delivery, such as risk mitigation through early contractor involvement, collaborative project development, and reduction of the overall schedule for delivery of the Project;
- Add additional capacity along I-10 between the Mobile/Baldwin county line and the US-90/98 interchange in Daphne to alleviate traffic congestion and facilitate economic growth by replacing

the two existing two-lane bridges across the Mobile Bay with two three-lane bridges built above the 100-year storm event maximum wave height;

- Provide hazardous materials vehicles a path along I-10 so they are no longer required to detour through the Mobile Central Business District and Africatown community, minimize impacts to the maritime industry, and meet all commitments laid out in the environmental documentation and permitting;
- Uphold the trust of Stakeholders and the public in delivering the Project;
- Coordinate with the design-builder of the Mobile River Bridge Project;
- Deliver the Project within ALDOT's budget; and
- Complete the all aspects of the Project other than demolition of the existing Bayway within 54 months from the date of the execution of the Design-Build Agreement.

#### **1.4 Project Description and Status**

The Project begins on I-10 at the Mobile/Baldwin county line and ends approximately one mile past the Eastern Shore Interchange in Daphne. It will replace the existing two-lane Bayway bridges with two three-lane bridges built above the 100-year storm event maximum wave height.

The Project will connect at the Mobile/Baldwin county line to a portion of the Bayway that will be constructed as part of the Mobile River Bridge Project. Additionally, the Project will require modifications at the following interchanges: US-90/98 at Midbay and US-90/98 Eastern Shore.

The Project and the Mobile River Bridge Project will be a tolled facility. At the current time, ALDOT intends that the design of toll collection facilities will be prepared under a separate procurement; however, ALDOT will require the Design-Builder to construct certain facilities and accommodate tolling, including gantries, conduit, signage, and other items to be determined. ALDOT reserves the right to add toll collection design to the Design-Builder's scope of work for this Project before or after selection of the best qualified Proposer.

Other features of the Project include:

- An all-electronic, open road toll collection system as necessary to allow collection of tolls from users, that is interoperable with other electronic toll collection systems;
- A new intelligent transportation system ("**ITS**") for the full length of the Project; and
- Removal of the existing Bayway bridge.

The Project and Mobile River Bridge Project will be a tolled facility. ALDOT may require the Design-Builder to construct toll and ITS facilities within the limits of Mobile River Bridge Project.

Concurrent with execution of the DBA, ALDOT may authorize the Design-Builder under the Design-Build Agreement to proceed to the Preconstruction Phase once the parties establish the schedule and deliverables for this phase. During the Preconstruction Phase, the Design-Builder will work collaboratively with ALDOT to produce final designs and provide preconstruction services, including subcontractor bidding and cost proposal development for the Construction Phase.

At the end of the Preconstruction Phase, the Design-Builder will be given an opportunity to submit a Guaranteed Maximum Price ("**GMP**") proposal for construction of the Project. Provided that ALDOT and the Design-Builder are able to reach agreement on the GMP proposal, ALDOT and the Design-Builder will



enter into one or more Amendments/NTPs authorizing the Design-Builder to proceed with construction work on the Project.

Refer to [Exhibit B](#) for additional Project information and the scope of work for the Design-Builder.

## 1.5 Procurement Schedule

The following represents the current anticipated schedule for the procurement. Further key dates, including dates otherwise referenced in this RFQ/RFP, will be provided in subsequent iterations of the procurement schedule.

<b>Event</b>	<b>Date</b>
Issue Draft RFQ/RFP	August 11, 2022
Project Industry Forum	August 16, 2022 <i>Location: GulfQuest National Maritime Museum 155 South Water Street Mobile, AL</i>
Issue RFQ/RFP	September 2, 2022
Last date for Proposer registration	February 17, 2023
Last date for Proposers to submit written requests for clarification (“RFCs”) to be discussed at one-on-one meetings	March 1, 2023
One-on-one meetings with Proposers	March 13-15, 2023
Last date for Proposers to submit RFCs	March 27, 2023
Last date for issuance of Addenda and ALDOT responses to Proposer RFCs	April 14, 2023
<b>Proposal Due Date</b>	April 28, 2023
Notification of shortlist	May 19, 2023
Anticipated dates for interviews	June 14-15, 2023
Notification of selected Proposer(s)	Week of June 26, 2023
Anticipated Notice to Proceed with Preconstruction Work	August 18, 2023

Where the RFQ/RFP provides a deadline or due date for submission of documents, correspondence, or other materials to ALDOT, the submission will only be considered timely if ALDOT receives the submission by 2:00 pm Central Standard Time or Central Daylight Time, as applicable, on the date identified. Except as otherwise noted herein, all submissions to ALDOT required or permitted by this RFQ/RFP must be made by email to ALDOT’s Authorized Representative, using the appropriate forms provided in this RFQ/RFP.

## 1.6 Funding Sources

ALDOT’s preliminary estimate for the Project is \$1 billion. ALDOT’s plan of finance for the Project includes a combination of state funds, federal grants, bonds, and loans. Federal sources will include a TIFIA loan, INFRA grant, and other grant programs as available. The TIFIA loan and bonds will be paid back with toll revenue generated by the Project. Payments on the Project will be made by ALDOT in accordance with the Design-Build Agreement.

## **1.7 Federal Requirements**

### **1.7.1 General Obligations**

In order to preserve the ability of ALDOT to use federal funding for the Project, the Procurement Process and the Design-Build Agreement must comply with applicable federal laws.

### **1.7.2 DBE Requirements**

The Design-Builder will be required to comply with 49 CFR Part 26 and all other applicable federal regulations concerning disadvantaged business enterprise ("**DBE**") firms, as well as applicable requirements set forth in the Design-Build Agreement. The proposed DBE Project goal submitted for FHWA approval is 3.89% of the estimated contract amount. This proposed DBE Project goal (the "**DBE Project Goal**") is comprised of a 2.74% race-conscious portion and a 1.15% race-neutral portion. This DBE Project Goal is based on an analysis of an expanded market area of ready, willing and able DBEs relative to all such businesses for the anticipated and typical highway construction work types.

The Design-Builder must submit a DBE performance plan ("**DPP**") with the Proposal which shall include a commitment to meet or exceed the DBE Project Goal and provide details of the types of subcontracting work or services (with projected dollar amount) that they will solicit DBEs to perform. The DPP shall be presented in a chart format using Form R to include the following to show how the proposer plans, as a whole, to achieve the DBE Project Goal:

- a. the types of subcontracting work or services (with anticipated dollar amounts) that DBEs are anticipated to perform across the Project;
- b. for each scope of work that is anticipated to be performed by a DBE, the anticipated dollar amount for such scope over each Construction Year during the term of the DBA;
- c. the total anticipated DBE participation by (i) dollar amount, and (ii) percentage of costs payable under the DBA;
- d. a comparison of the total anticipated DBE participation as a percentage of the costs payable under the DBA to the DBE Project Goal; and
- e. the names and addresses of any DBE firms that have already committed to the Proposer (if any), along with a broad, high-level description of the scope of work such DBE firm is intended to perform.

In calculating the dollar amount and percentage of the costs payable under the DBA (as required in (c) and (d) above) for inclusion in the DPP submitted as part of the Proposal, the Proposer should use \$1 billion as the estimated total costs payable under the DBA.

ALDOT shall approve the initial DPP prior to execution of the DBA. The DPP will be revised and submitted for monthly approval by ALDOT during the term of the DBA to reflect DBE participation obtained and adjustments to planned DBE solicitations. The Design-Builder will be responsible for reporting their DBE commitments, awards, and payments separately from ALDOT's uniform reporting for ALDOT's overall triennial goal.

ALDOT has identified many DBE opportunities for the types of anticipated work and typical highway construction work that will be needed for the Project. Those include, but are not limited to, professional

services, such as architecture, civil engineering, electrical engineering, environmental engineering, geotechnical engineering and drilling, traffic engineering, inspection services, surveying, and testing services. Identified construction work types include, but are not limited to, bridge demolition, hauling, steel reinforcement, surface treatments, planing and micro-milling, retaining walls, concrete (culverts, curb and gutter, storm sewer pipe and structures, slope paving, sidewalks, and driveways), guardrail, water and sanitary sewer relocation, landscaping, roadside vegetation, erosion and sediment control, attenuators and barriers, traffic control and devices, and roadway lighting. This Project also has a high potential for DBE participation opportunities in work types not common to highway construction.

The Design-Builder will be expected to continually make good faith efforts through race-neutral measures to seek opportunities for DBE participation throughout the term of the DBA. Examples of race-neutral measures include the following:

- Specifying elements of the Project or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform;
- Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of a consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform subcontracts;
- Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making subcontracts more accessible to small businesses, by means such as those provided under 49 CFR §26.39;
- Providing assistance in overcoming limitations such as inability to obtain bonding or financing;
- Disseminating information on subcontracting procedures and specific subcontract opportunities while ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists and providing information in languages other than English, where appropriate; and
- Identifying work types that do not have Alabama-certified DBEs to perform them, seeking DBEs certified in other states to perform those work types, and encouraging them to apply for DBE certification in Alabama, thus supplementing the market area capacity.

Each Proposer shall submit a Certification of DBE Goal Attainment or Good Faith Efforts (Form G) as required pursuant to Section 1.2.4 of Exhibit C hereof. Failure to provide the required DBE certification will render the Proposal nonresponsive.

## **SECTION 2.0        PROCUREMENT PROCESS**

### **2.1                    Procurement Method**

The Procurement Process intended to be used by ALDOT is described below; *provided* that ALDOT reserves the right, in its sole discretion, to modify the Procurement Process to comply with applicable law and/or to address the best interests of ALDOT and the State, including canceling the procurement.

ALDOT may issue one or more Addenda to this RFQ/RFP at its discretion or in response to receipt of Proposers' RFCs within the procurement schedule in Section 1.5, as amended. Following receipt and evaluation of Proposals, ALDOT intends to shortlist Proposers for interviews. After ALDOT's receipt and review of Proposals and evaluation of interviews, ALDOT may select a Proposer based on ALDOT's determination of the best qualified Proposer to finalize a Design-Build Agreement for award and execution. If ALDOT and the selected Proposer do not execute a Design-Build Agreement, ALDOT may

award the Project to the next highest rated Proposer. Alternatively, ALDOT may modify and re-issue the RFQ/RFP, or terminate the procurement.

If an award is made, ALDOT will execute a Design-Build Agreement with the responsible Proposer offering a Proposal that meets the standards set by ALDOT and that is determined by ALDOT to provide the best qualifications.

## **2.2 Authorized Representatives and Proposer Registration**

ALDOT has designated the following individual to be its authorized representative for the Procurement Process (the "**Authorized Representative**"):

Edwin Perry III  
Alabama Department of Transportation Southwest Region  
1701 I-65 West Service Rd. N.  
Mobile, Alabama 36618  
Email: MRBBProcurement@dot.state.al.us

All official Project communications from ALDOT shall be provided in writing by ALDOT's Authorized Representative.

Each Proposer shall register with ALDOT by submitting Form P by email to ALDOT's Authorized Representative prior to the deadline established in the procurement schedule set forth in Section 1.5. A Proposer is not required to form a joint venture by this deadline. After registration, any change in a Proposer or a Proposer team's organization as identified in its Form P will be subject to Section 3.7. ALDOT reserves the right, in its sole discretion, to reject any Proposal submitted by a Proposer or Proposer team that did not timely register pursuant to this Section 2.2 or that failed to timely seek approval of any post-registration change in its organization pursuant to Section 3.7.

As part of Form P, each Proposer or Proposer team will identify a point of contact ("**Procurement Point of Contact**" or "**PPC**"). The PPC alone will be responsible for initiating or receiving all communication with ALDOT and must be delegated the full authority of the Proposer to communicate with ALDOT throughout the Procurement Process. Following registration, all Proposer submissions and communications with ALDOT should be made through the PPC.

ALDOT will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process specified in this ITP.

## **2.3 Improper Communications and Contacts**

The following rules of contact shall apply during the procurement for the Project beginning with the date of issuance of this RFQ/RFP and ending upon the execution of the Design-Build Agreement. These rules are designed to promote a fair and unbiased Procurement Process. Contact includes face-to-face, telephone, facsimile, electronic mail (email), or formal written communication.

The specific rules of contact are as follows:

(a) Each associated Component Firm must comply with all applicable Laws and refrain from lobbying any Governmental Authority in connection with the Procurement Process.

(b) After a Proposer's submission of its Form P, neither the Proposer nor any of its Principal Participants may communicate with another Proposer or its Principal Participants regarding the Project, this RFQ/RFP, or any Proposal. Once a Proposer has established a teaming arrangement with a Major Participant or Independent Quality Firm, such Major Participant or Independent Quality Firm may not communicate with another Proposer (or its Principal Participants, teamed Major Participants, or Independent Quality Firm) regarding the Project, this RFQ/RFP, or any Proposal. Other Component Firms (such as Subcontractors) that may be shared between two or more Proposers may communicate with their respective Proposer teams so long as those Proposers establish a protocol to ensure that the shared subcontractors will not act as a conduit of information between the Proposers. Contact among Proposers and Component Firms is allowed during ALDOT-sponsored informational meetings.

(c) The Proposers shall correspond with ALDOT regarding the RFQ/RFP only through the PPCs as identified in Section 2.2. Commencing with the issuance of this RFQ/RFP and continuing until the earliest of (i) award and execution of the Design-Build Agreement, (ii) rejection of all Proposals by ALDOT, or (iii) cancellation of the procurement, no Proposer or representative thereof shall have any ex parte communications regarding the RFQ/RFP or the procurement described herein with any ALDOT staff, advisors, contractors, or consultants involved with the procurement, except for communications expressly permitted by the RFQ/RFP. The foregoing restriction shall not, however, preclude or restrict Proposers from communicating about matters unrelated to the RFQ/RFP or the procurement or from participating in ALDOT public meetings or any public or Proposer workshop related to this RFQ/RFP or the Project. Any Proposer engaging in any prohibited communications may be disqualified at the sole discretion of ALDOT.

(d) The Proposers shall not contact the following identified stakeholders regarding the Project, including employees, representatives, and members of the entities listed below, except as may be specifically approved in advance by ALDOT in writing:

- Federal Highway Administration ("**FHWA**");
- United States Department of Transportation ("**USDOT**"), including but not limited to the Office of the Secretary;
- Build America Bureau Credit Programs Office;
- Environmental, regulatory or permitting agencies, including but not limited to:
  - US Army Corps of Engineers ("**USACE**");
  - US Environmental Protection Agency;
  - US Coast Guard ("**USCG**");
- ALDOT;
- Alabama Toll Road, Bridge and Tunnel Authority;
- The State of Alabama (including Governor's Office, State Legislators, and any State Court Judges);
- Firms and affiliates thereof listed in Section 3.1;
- Alabama Historical Commission;

- USS Alabama Battleship Commission;
- Baldwin County and Mobile County;
- Municipalities/Cities of Daphne, Mobile, Prichard, and Spanish Fort;
- All utility providers in the Project area;
- Africatown Historic District;
- Mobile Metropolitan Planning Organization;
- Eastern Shore Metropolitan Planning Organization; and
- Austal USA.

(e) Any communications determined to be improper, at the sole discretion of ALDOT, may result in disqualification.

(f) ALDOT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

(g) For the avoidance of doubt, Proposers shall not contact any FHWA project or program office, representative, or FHWA consultant regarding any issues relating to the Project, including the TIFIA application process, other matter relating to ALDOT's potential application for TIFIA credit assistance for the Project, or any environmental, grant, approval, or other application that may be submitted to FHWA or USDOT.

## **2.4 Requests for Clarification Regarding the RFQ/RFP**

Proposers shall be responsible for reviewing the RFQ/RFP and any Addenda issued by ALDOT prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived mistake, discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision which Proposer fails to understand. Proposers shall submit RFCs using Form Q. ALDOT will consider RFCs in issuing any Addenda to the RFQ/RFP. ALDOT also may elect, at its discretion, to respond to RFCs through written responses. Any written responses to RFCs given by ALDOT will be for the information of the Proposers only and will not become part of the Design-Build Agreement, except to the extent that ALDOT, in its discretion, may incorporate the substance of a response into, as appropriate, the ITP documents, the DBA Term Sheet and/or the Design-Build Agreement, whether in the RFQ/RFP or by means of an Addendum to the RFQ/RFP.

ALDOT will only consider if an RFC will be afforded confidential treatment in accordance with the penultimate paragraph in this Section 2.4 if the Proposer submitting the RFC has registered by submitting Form B.

RFCs shall be submitted prior to the dates specified in Section 1.5.

No RFCs will be considered confidential unless ALDOT, in its discretion, determines otherwise. If any question is determined by ALDOT to be confidential, the response will be transmitted exclusively to the applicable Proposer; *provided, however*, that if ALDOT determines that it is appropriate to provide a

general response, ALDOT will modify the question to remove any information that ALDOT determines is confidential before issuing the general response.

Except during one-on-one meetings and interviews, no telephone or oral requests will be considered.

## **2.5 Pre-Proposal One-on-One Meetings**

ALDOT intends to offer each registered Proposer the opportunity for a one-on-one meeting with ALDOT prior to the Proposal Due Date to discuss issues and clarifications regarding the RFQ/RFP. One-on-one meetings will be held on the dates set forth in Section 1.5 (and/or on any such other dates that may be designated by ALDOT in writing to Proposers). Stakeholders and consultants to ALDOT may also participate in one-on-one meetings. ALDOT reserves the right, in its sole discretion, to offer additional one-on-one meetings with the registered Proposers prior to the Proposal Due Date.

During one-on-one meetings, Proposers may ask questions, and ALDOT may provide responses for informational purposes. Any responses provided by ALDOT during one-on-one meetings may not be relied upon or bind ALDOT; provided, however, that ALDOT may, in its discretion, and subject to Section 2.4 above, respond in writing to questions or comments raised in one-on-one meetings and/or incorporate the substance of its responses into the RFQ/RFP by Addenda.

The one-on-one meetings are not intended to be a marketing opportunity for the registered Proposers, and no material presented by a registered Proposer at such meeting will be factored into ALDOT's evaluation and scoring of such Proposer's Proposal.

## **2.6 Confidentiality/Open Records Act Disclosure Requests**

### **2.6.1 Confidentiality Rules**

Subject to the requirements of Section 36-12-40 of the Code of Alabama (1975) (the "**Alabama Open Records Act**" or the "**Act**"), ALDOT Guidelines for Operation, and the terms of this RFQ/RFP, Proposals will not be publicly opened or evaluated.

All written correspondence, exhibits, reports, printed material, photographs, tapes, electronic disks, and other graphic and visual aids submitted to ALDOT during the Procurement Process, including as part of the response to this RFQ/RFP, become the property of the State upon their receipt by ALDOT and will not be returned to the submitting parties. Except as provided by the Open Records Act and any other applicable law, rule, or regulation, these materials are subject to the Act. Proposers shall familiarize themselves with the provisions of the Act and other applicable law.

If ALDOT receives a request for public disclosure of all or any portion of a Proposal, ALDOT will use reasonable efforts to notify the applicable Proposer of the request and give such Proposer an opportunity to assert, in writing and at its sole expense, a claimed exception under the Act or other applicable law within the time period specified in the notice issued by ALDOT and allowed under the Act. In no event shall the State, ALDOT, or any of their agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of all or a portion of a Proposal submitted under this RFQ/RFP.

If a Proposer has special concerns about information that it desires to make available to ALDOT but that it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such Proposer shall specifically and conspicuously designate that information **by placing "CONFIDENTIAL" in the header or footer of each such page affected**. Nothing contained in this

provision shall modify or amend requirements and obligations imposed on ALDOT by the Act or other applicable law. The provisions of the Act or other laws shall control in the event of a conflict between the procedures described above, and the applicable law and may still obligate ALDOT to disclose information a Proposer designates as "CONFIDENTIAL."

All prospective Proposers should obtain and thoroughly familiarize themselves with the Act and other applicable law.

### **2.6.2 Observers During Evaluation**

Proposers are advised that officials or employees from federal or other State agencies and ALDOT consultants may observe and participate in the Proposal evaluation process and will be permitted to review the Proposals after the Proposal Due Date. ALDOT has agreed to allow FHWA officials, and their outside advisors, access to the Proposals. Observers (other than FHWA officials) and participants in the evaluation process will be required to sign ALDOT's project confidentiality agreement. While ALDOT consultants may participate in pass/fail evaluation of Proposals, only ALDOT staff will participate in all other aspects of the evaluation, scoring, and selection.

### **2.7 Improper Conduct and Non-Collusion**

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

## **SECTION 3.0 PROPOSER TEAM ORGANIZATION**

### **3.1 Organizational Conflicts of Interest**

The regulations contained in 23 CFR Part 636, Subpart A, and, in particular, Subsection 636.116 regarding organizational conflicts of interest and the Alabama Ethics Act, codified at Chapter 25 of Title 36 of the Code of Alabama (1975) (the "**Alabama Ethics Act**"), (which may be found on the Alabama Ethics Commission's website at [www.ethics.alabama.gov](http://www.ethics.alabama.gov)) apply to this Project and this RFQ/RFP. In addition to the Alabama Ethics Act, provisions of Alabama's Toll Road, Bridge and Tunnel Act and other provisions of Alabama law applicable to ALDOT have language governing conflicts of interest; these provisions can be found in Sections 23-1-58, 23-2-144(a)(12), and 23-2-159 of the Code of Alabama (1975). Proposers are advised that the laws provided in this Section 3.1 may preclude certain firms and their subsidiaries and affiliates from participating as a Component Firm for a Proposer for this Project.

ALDOT will not be liable for any consequence, financial or otherwise, to a Proposer because of any ethics violation under the laws provided in this Section 3.1 due to teaming arrangements.

The following firms and their affiliates and successors have known organizational conflicts of interests and are restricted from proposing or joining a Proposer (each a "**Conflicted Firm**"):

- Ames & Gough
- Armeni Consulting Services
- Barry A. Vittor & Associates, Inc.
- CDM Smith, Inc.
- Dan Brown and Associates, P.C.



- Direct Communications
- HDR Engineering, Inc.
- HNTB
- ICA
- Innovative Contracting & Engineering
- KPMG LLP
- Mayer Brown LLP
- Maynard Cooper & Gale, P.C.
- Michael Baker International
- Mott MacDonald
- MTN Resources , LLC
- PFM
- Public Resources Advisory Group
- Shumer Consulting, LLC
- Tam Consulting Services, LLC
- Thompson Engineering, Inc.

Any firm that is neither a Conflicted Firm nor precluded under law may participate in this solicitation as a Component Firm, regardless of having provided prior services that are directly or indirectly associated with the Project.

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 ALDOT 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 that the Proposer knew or should have known about but did not disclose is determined to exist during the Procurement Process, ALDOT may, at its discretion, disqualify the Proposer. If an organizational conflict of interest that the Proposer knew or should have known about but did not disclose exists and the Proposer has entered into the Design-Build Agreement, ALDOT may, at its discretion, terminate the Design-Build Agreement, without penalty. In either case, ALDOT shall have the right to avail itself of any remedies it may have at law.

Proposers are also advised that ALDOT’s policy is intended to augment applicable federal and state law, including federal laws and rules related to organizational conflicts of interest and the National Environmental Policy Act (“NEPA”). Such applicable law will also apply to Proposers and teaming and may preclude certain firms and their related entities from participating on a Proposer team.

### **3.2 Unaffiliation of Independent Quality Firm**

No firm may participate on any Proposer team as an Independent Quality Firm if such firm is an Affiliate of the Proposer, or any Principal Participant or Major Participant of such team. Each Proposer will be required to acknowledge and certify that its Independent Quality Firm meet the requirements of this section at the time of Proposal submission. If such certification is incorrect, ALDOT may, at its discretion, disqualify the Proposer, or, if the Design-Build Agreement has been entered into with such Proposer, ALDOT may, at its

discretion, terminate the Design-Build Agreement, without penalty. In either case, ALDOT shall have the right to avail itself of any remedies it may have at law.

### **3.3 Debarment or Suspension**

No firm may participate on any Proposer team as a Component Firm to the extent that such firm (A) is currently debarred, suspended, disqualified, or removed from bidding (including having been removed from bidding by ALDOT on account of pending liquidated damages on other projects or other violation of ALDOT specifications or procedures) or performing work for the State, the federal government, or more than three state governments; (B) is subject to any proposed or pending debarment, suspension, or similar actions; or (C) has been subject past debarment, suspension, or similar actions during the past three years prior to the Proposal Due Date. Each Proposer will be required to acknowledge and certify that all Component Firms meet the requirements of this section at the time of Proposal submission.

### **3.4 Business Integrity**

ALDOT considers the integrity of all firms and personnel involved in the Project to be of high importance. No Principal Participant, Major Participant, nor any owner, officer, partner, director, or financial controller of such firms, or respective employee involved in the Project, may participate as a part of a Proposer team if such firm or person cannot meet the requirements of [Section 5.2.1\(c\)](#).

Each Proposer will be required to acknowledge and certify in its Proposal Letter ([Form A](#)) that all Principal Participants and all Major Participants and their respective owners, officers, partners, directors, financial controllers, and employees meet the requirements of [Section 5.2.1\(c\)](#) at the time of Proposal submission and to submit [Form C](#) in accordance with the requirements set forth in [Exhibit D](#).

### **3.5 ALDOT Prequalification**

All Major Participants responsible for design and construction services on the Project and the Independent Quality Firm must be prequalified prior to the Proposal Due Date in accordance with ALDOT's prequalification process for designing and constructing transportation projects pursuant to the rules and regulation of the Alabama Department of Transportation. The Proposer is responsible for ensuring all Major Participants responsible for design and construction services on the Project and the Independent Quality Firm are prequalified with ALDOT prior to the Proposal Due Date. Failure by the Proposer to meet the requirements of Prequalification may result in the Proposer being disqualified from the Procurement Process. Accordingly, Proposers are advised to obtain such prequalification by the Proposal Due Date.

### **3.6 Other Legal Considerations for Teaming**

Prior to finalizing teaming arrangements, Proposers are advised to carefully review Chapter 13 of Title 31 of the Code of Alabama (1975), which requires, among other things, that companies doing business with the State (including ALDOT) make representations and covenants about their immigration practices. Prior to finalizing teaming arrangements, Proposers also are advised to carefully review Section 41-16-5 of the Code of Alabama (1975), which requires that companies doing business with the State (including ALDOT) make representations and covenants regarding certain boycotting activities.

### **3.7 Proposer Organization and Subsequent Changes**

The Proposer must be either an entity that itself is a Major Participant that has been prequalified pursuant to [Section 3.5](#) or a joint venture composed of Major Participants that have been prequalified pursuant to [Section 3.5](#). Except as provided in the Design-Build Agreement and in this [Section 3.7](#), Proposer's organization as identified in its Proposer registration ([Form P](#)) and subsequently in its Proposal must remain the same for the duration of the Project unless otherwise approved in writing by ALDOT. If a Proposer wishes to make changes in the team members identified in its registration with ALDOT, including, without limitation, additions, deletions, reorganizations, and/or role changes in or of any of the foregoing, the Proposer shall submit to ALDOT a written request for approval of the change from ALDOT as soon as possible, but in no event later than the last date for Addenda to the RFQ/RFP set forth in [Section 1.5](#). ALDOT is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion.

### **3.8 Self-Performance**

ALDOT expects the Design-Builder to self-perform at least 30% of the construction work on the Project, provided the price proposed by the Design-Builder during the Preconstruction Phase for such construction work is reasonable.

### **3.9 Requests for Information**

ALDOT may (but is not obligated to) at any time issue one or more requests for information to the individual Proposers, requesting additional information. Any requests for clarification will be made by ALDOT by email and/or telephone to the Proposer's PPC and, where the request is made by email, responses will be delivered to ALDOT by email to ALDOT's Authorized Representative unless otherwise directed by ALDOT. Proposers shall respond to any such requests within two Business Days (or such other time as is specified by ALDOT) from receipt of the request. The scope, length, and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of, ALDOT.

## **SECTION 4.0 PROPOSAL REQUIREMENTS**

### **4.1 General Provisions Regarding Proposals**

#### **4.1.1 Proposal Contents**

The instructions and requirements for the Administrative Proposal, the Technical Proposal, and the Financial Information are set forth in [Exhibits C, D, and E](#), respectively. Each component of the Proposal shall be organized in the order listed in the respective Exhibit and shall be clearly indexed. Any (1) failure to provide all the information and all completed forms ([Exhibit F](#)) in the format specified or (2) submittal of a Proposal subject to any reservations, qualifications, conditions, or assumptions may result in ALDOT's rejection of the Proposal or giving it a lower rating.

### **4.2 General Submittal Requirements**

Each Proposal shall include an Administrative Proposal, a Technical Proposal, and a Financial Information meeting the requirements set forth in [Exhibits C, D, and E](#), respectively. The Proposal shall be submitted in recyclable, low-cost, sealed boxes in the format and manner set forth in [Section 4.3](#). Proposals shall be written in the English language and U.S. customary units.

#### **4.2.1 Proposal Due Date**

The completed Proposal shall be delivered no later than the Proposal Due Date and time specified in [Section 1.5](#) to the address specified in [Section 4.2.5](#) below.

#### **4.2.2 Signatures Required**

The Proposal Letter ([Form A](#)) shall be executed by the Proposer, or if the Proposer is a joint venture, all joint venture members of the Proposer, and shall be accompanied by evidence of signatory authorization as specified in [Form A](#). Signatures on documents included in the original Administrative Proposal, Technical Proposal, and Financial Information may be original (handwritten in blue ink) or electronic (digital) signatures. Electronic signatures must be applied by an authorized representative using Adobe Sign or DocuSign and be accompanied by a written statement acknowledging the intent of the signatory, and that of the party on whose behalf the signatory is signing, that the signature be binding.

#### **4.2.3 Requirement to Submit Compliant Proposal**

The Proposal may not include any qualifications of, conditions on, exceptions to, or deviations from the requirements of the RFQ/RFP. If the Proposal does not fully comply with the instructions and rules contained in this ITP, including the ITP Exhibits, or contains an alteration or deviation or is non-compliant in any manner, ALDOT may disqualify the Proposal from further consideration, in its sole discretion.

#### **4.2.4 Format**

Hardcopy submittals must be on 8½ by 11 inch paper, bound in one or more binders (or in the case of the surety letter, envelopes), each of which shall be labeled to indicate the binder's or envelope's contents and the name of the Proposer. Electronic copy submittals shall be submitted on a single non-password-protected, unrestricted access USB flash drive including searchable PDFs (with an electronic table of contents) with any individual file size no greater than 100 MB, with separate PDFs for each of the Administrative Proposal, Technical Proposal, and Financial Information (or components thereof, if necessary, to meet file size requirements) and any Microsoft Word files requested herein.

Printed lines may be single-spaced using a non-narrow font no smaller than the 10-point Segoe UI used in this document (that is, other font types may be used, but the minimum font size may vary to meet the required size). Graphics and tables may be prepared using 9-point font size. Double-sided printed paper is encouraged for hardcopy submittals; provided that originally-executed signature and notarization pages shall be single-sided.

#### **4.2.5 Additional Requirements for Proposal Delivery**

The completed Proposal shall be submitted and delivered in a sealed box no later than the Proposal Due Date and time specified in [Section 1.5](#). The Proposal is to be delivered to ALDOT at the address shown for Edwin Perry in [Section 2.2](#).

The required hardcopy originals and duplicates of the Administrative Proposal, Technical Proposal, Financial Information, and the USB drive containing the requisite electronic copies of each, shall be submitted in a single box or container labeled "[Proposer's Name]: Proposal for the I-10 Bayway Design-Build Project." The original hardcopy Administrative Proposal, Technical Proposal, and Financial Information shall be clearly identified as "original."

### **4.3 Proposal Contents and Organization**

#### **4.3.1 Administrative Proposal**

The binder containing the original Administrative Proposal (as described in Exhibit C) shall be clearly labeled “[Proposer Name]: Original Administrative Proposal for the I-10 Bayway Design-Build Project.” Each Proposer shall also provide one duplicate hardcopy of the Administrative Proposal, labeled “[Proposer Name]: Copy of Administrative Proposal for the I-10 Bayway Design-Build Project.”

Each Proposer shall also provide one electronic copy of the complete Administrative Proposal in PDF format on the USB flash drive. Any corporate / partnership / joint venture / limited liability company documents (e.g., articles of incorporation, bylaws, partnership agreements, joint venture agreements, and/or limited liability company operating agreements) required may be submitted in separate PDF(s) with appropriate file names to distinguish them from the PDF of the rest of the Administrative Proposal. In addition, each Proposer shall provide a copy of the issues list or redline mark-up of the DBA Term Sheet submitted in response to Exhibit C, Section 1.3 in Microsoft Word format as a separate identifiable file on the USB flash drive.

No page limits apply to the Administrative Proposal.

#### **4.3.2 Technical Proposal**

The binder containing the original Technical Proposal (as described in Exhibit D) shall be clearly labeled “[Proposer Name]: Original Technical Proposal for the I-10 Bayway Design-Build Project.” Proposer shall also provide one duplicate hardcopy of the Technical Proposal, labeled “[Proposer Name]: Copy of Technical Proposal for the I-10 Bayway Design-Build Project.”

Each Proposer shall also provide one electronic copy of the Technical Proposal in PDF format on the USB flash drive.

All pages of the Technical Proposal (both hardcopies and electronic copies) shall be sequentially numbered. Components of the Technical Proposal shall comply with applicable page limits specified in Exhibit D.

#### **4.3.3 Financial Information**

The binder containing the original Financial Information (as described in Exhibit E), other than the surety letter, shall be clearly labeled “[Proposer Name]: Original Financial Information for the I-10 Mobile River Bridge Design-Build Project.” Each Proposer shall also provide one duplicate hardcopy of such information, labeled “[Proposer Name]: Copy of Financial Information for the I-10 Mobile River Bridge Design-Build Project.”

Each Proposer shall submit a letter from a surety company that satisfies the requirements of Exhibit E, Section 5.0. One original hardcopy and one duplicate hardcopy of the surety letter shall be included in an envelope labeled “[Proposer Name]: Financial Information/Surety Letter for the I-10 Bayway Design-Build Project.”

Each Proposer shall also provide one electronic copy of the Financial Information (other than the surety letter) in PDF format and the surety letter in PDF format, in separate files, on the USB flash drive.

No page limits apply to the Financial Information.

#### **4.4 Proposal Validity**

Proposals shall be valid for a period of 120 days after the Proposal Due Date.

If the next best Proposer is notified within 60 days following the Proposal Due Date, such Proposer shall be automatically deemed to have extended the validity of its Proposal for the period until 150 days after the Proposal Due Date. Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

#### **4.5 Withdrawals and Late Submittals**

A Proposer may withdraw its Proposal at any time prior to the time due on the applicable Proposal Due Date by means of a written request signed by the Proposer's PPC. Such written request shall be submitted to ALDOT by email to ALDOT's Authorized Representative. A withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal provided that such new Proposal is received before the time due on the Proposal Due Date.

Proposals received after the time due on the Proposal Due Date may be rejected by ALDOT without consideration or evaluation. It is a Proposer's sole responsibility to see that its Proposal is received as required by this RFQ/RFP.

#### **4.6 Ownership of Proposal**

All written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to ALDOT during this Procurement Process, whether included in the Proposal or otherwise submitted, become the property of ALDOT and the State upon delivery to ALDOT, and will not be returned to the Proposer.

#### **4.7 Proposal Costs Not Reimbursable**

ALDOT will not provide any Proposer with reimbursement for any costs incurred in connection with this procurement, and the Proposer is solely responsible for all costs and expenses, of any nature, associated with responding to this RFQ/RFP and submitting a Proposal, including attending one-on-one meetings, submitting RFCs regarding the RFQ/RFP Documents, and providing any other pre-Proposal submittals, or supplemental information to ALDOT.

### **SECTION 5.0 EVALUATION PROCESS**

ALDOT'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.

#### **5.1 Evaluation Method**

The evaluation process will proceed as follows:

- (1) Review of each Proposal for responsiveness and pass/fail criteria;
- (2) Review and a qualitative evaluation of the Technical Proposals, resulting in a Technical Proposal score;

- (3) Establishment of a shortlist of Proposers to be invited for interviews with ALDOT;
- (4) Interviews with shortlisted Proposers and a qualitative evaluation of interview performance, resulting in an interview score for each shortlisted Proposal; and
- (5) Determination of the overall technical ranking of shortlisted Proposals, based on the combined Technical Proposal and interview scores.

ALDOT reserves the right to shortlist Proposers before the completion of the qualitative evaluation and scoring of the Technical Proposals if ALDOT has determined that all Proposers have successfully satisfied the responsiveness and pass/fail review.

## **5.2 Pass/Fail and Responsiveness Evaluation**

Upon receipt, the Proposals will be reviewed by the pass/fail and responsiveness subcommittee. They will be reviewed (a) for the Proposal's conformance to the RFQ/RFP instructions regarding organization and format and responsiveness to the requirements set forth in the RFQ/RFP, and (b) based on the pass/fail criteria set forth below.

### **5.2.1 Administrative Proposals**

Administrative Proposals will be evaluated based on the following pass/fail or responsiveness criteria:

- (a) The Administrative Proposal includes all forms described by Exhibit C;
- (b) 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 Principal Participants;
- (c) No Principal Participant or Major Participant, nor any owner, officer, partner, director, or financial controller of such firms, nor any of their respective employees involved in the Project, has, in the past three years prior to the Proposal Due Date:
  - (1) Been convicted or included as the defendant in a criminal or civil judgment rendered against the firm or relevant individual 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;
  - (2) Been indicted or otherwise criminally or civilly charged by a Governmental Authority with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; or
  - (3) Participated as a prime contractor or equity partner in (i) a contract that was terminated for cause or default by the State or the federal government or (ii) contracts that were terminated for cause or default by two or more other Governmental Authorities; and
- (d) All Major Participants responsible for design and construction services on the Project and the Independent Quality Firm are prequalified in accordance with Section 3.5 prior to the Proposal Due Date.

## **5.2.2 Technical Proposals**

Technical Proposals will be evaluated based on the following pass/fail or responsiveness criteria:

- (a) The Technical Proposal includes all forms described by Exhibit D;
- (b) The Technical Proposal includes all other information required pursuant to Exhibit D; and
- (c) The Principal Participants included in the Proposal have not changed since the Proposer's registration with ALDOT, except with ALDOT's prior written approval.

## **5.2.3 Financial Information**

Financial Information will be evaluated on a pass/fail basis based on the Proposer including in its Financial Information all documents and items required by Exhibit E that are responsive to the criteria set forth in Exhibit E.

## **5.2.4 ALDOT Right to Exclude Proposals from Consideration or to Waive Mistakes**

Those Proposals that are not responsive to the RFQ/RFP, or that do not pass the pass/fail criteria, may be excluded from further consideration, and the Proposer will be so advised. ALDOT may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation or omission. ALDOT reserves the right to waive minor informalities, irregularities, and apparent clerical mistakes that are unrelated to the substantive content of the Proposals.



### 5.3 Evaluation of Technical Proposals

For each Proposal that has completed the pass/fail and responsiveness review, its Technical Proposal will be evaluated to determine its ability to meet or exceed the Project goals, values, and requirements and will be scored in the following categories, for a total maximum Technical Proposal score of 100 points:

Technical Proposal Item	Page Limit	Maximum Points
Executive Summary	2	n/a
Table of Contents	1	n/a
Organization	3	5
Proposer Experience	6 (excluding Forms)	25
Key Personnel Experience	5 (excluding Forms)	20
Project Approach to Preconstruction Phase	5	20
Project Approach to Construction Phase	5	20
DBE Approach Narrative and DPP	2 for Narrative (excluding DPP)	5
Safety Qualifications	1	5
Forms	—	(evaluated with above)
Proposer Experience — Form N-1	14 (two pages per project)	
Key Personnel Experience — Form N-2	26 (two pages per Key Personnel)	
Additional Key Personnel Experience — Form N-3	optional, up to 10 (two pages per Additional Key Personnel)	
Additional Personnel Experience — Form N-4	10 (two pages per Additional Personnel)	
<b>Maximum Pages:</b> (cover page and section dividers are not included in page count and any information contained thereon will not be factored into the evaluation)	<b>90</b>	
<b>Total Points Available:</b>		<b>100</b>

The evaluation criteria for each category are described below. Each of the evaluation criteria will be evaluated and scored as noted. ALDOT will add the points awarded for each evaluation factor to determine the Technical Proposal score.

#### 5.3.1 Organization

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

- (a) Demonstrates an understanding of the progressive design-build delivery method;
- (b) Demonstrates an efficient structure that is capable of effective coordination and collaboration with ALDOT, its consultants, and Stakeholders;
- (c) Identifies sufficient personnel to perform the work; and
- (d) Is likely to facilitate successful delivery of the Project.

### **5.3.2 Proposer Experience**

The Proposer's experience will be evaluated on the basis of the demonstrated competency, capability, and capacity of the Proposer team to successfully deliver a project of similar size and complexity using alternative project delivery methods, particularly progressive design-build delivery. Specifically, ALDOT will evaluate the extent to which the Proposer's experience:

- (a) Demonstrates an understanding of the progressive design-build delivery method;
- (b) Demonstrates knowledge of ALDOT road and bridge improvement projects; and
- (c) Demonstrates relevant experience that will improve the likelihood of a successful project, including the experience specified in Section 3.0 of Exhibit D.

Experience on completed projects will be given more weight than projects in progress.

The information provided in the Technical Proposal regarding the Lead Designer's, Lead Contractor's, Principal Participants', Major Participants', Independent Checking Firm's and Independent Quality Firm's project experience will be used as deemed appropriate by ALDOT for the evaluation of such firms' technical experience and capability. At its discretion, ALDOT may elect to use other information provided in the Proposal, including reference information and disclosures, to make inquiries about or otherwise further examine the Proposer's technical experience and capability and may consider such inquiries and examinations in assessing the criteria above.

### **5.3.3 Key Personnel Experience**

The Proposer will be evaluated on the background, experience, and past performance of its required and Proposer-identified Key Personnel on projects of similar size and complexity. Key Personnel will be evaluated based on the extent to which:

- (a) The required Key Personnel meet or exceed minimum requirements for qualifications and experience, as specified in Section 4 of Exhibit D, noting that experience which exceeds the minimum requirements for qualifications may be considered a strength
- (b) The required Key Personnel demonstrates experience successfully completing projects that:
  - (1) have precast, post-tensioned concrete construction;
  - (2) are located in a marine or coastal environment;

- (3) are located in an urban environment; and
- (4) are delivered via progressive design-build, construction manager/general contractor (CMGC), or traditional design-build procurement.

(c) The extent to which the Proposer-identified additional Key Personnel provide experience that is likely to facilitate and improve successful delivery of the Project.

The information provided in the Technical Proposal regarding the Proposer's Key Personnel, including Forms N, will be used as deemed appropriate by ALDOT to assist in the evaluation of the Key Personnel qualifications and experience. At its discretion, ALDOT may elect to use other information provided in the Proposal, including reference information and disclosures, to make inquiries about or otherwise further examine the Proposer's technical qualifications and capability and may consider such inquiries and examinations in assessing the criteria above.

#### **5.3.4 Project Approach**

The Proposer's Project Approach, with respect to the Preconstruction Phase and the Construction Phase, will be evaluated on the extent to which each:

- (a) Demonstrates an understanding of the Project and progressive design-build delivery;
- (b) Demonstrates an understanding of the ALDOT's goals, as provided in Section 1.3, and articulates an approach to meet such goals;
- (c) Demonstrates an understanding of the scope of work in Exhibits B and D;
- (d) Demonstrates an efficient and effective plan for coordination and collaboration with ALDOT, ALDOT's consultants, the Alabama Toll Road, Bridge and Tunnel Authority, and Stakeholders in connection with the Project;
- (e) Demonstrates an Innovative approach;
- (f) Demonstrates an effective plan for the performance of construction work, including work that is intended to be self-performed and work that is intended to be subcontracted;
- (g) Demonstrates a willingness and ability to assume risks associated with entering into and performing under the DBA, which may include the impact of any exceptions to the DBA Term Sheet identified in the Proposer's Administrative Proposal; and
- (h) Demonstrates an effective plan for integrating an Independent Quality Firm for construction quality management.

#### **5.3.5 DBE Approach**

The Proposer's commitment and apparent ability to meet or exceed the Project Goal.

#### **5.3.6 Safety Qualifications**

The Proposer's approach and apparent ability to provide a safe project.

#### **5.4 Shortlist**

For all Proposers that pass the pass/fail and responsiveness evaluation, Technical Proposals will be scored. Unless ALDOT decides otherwise as provided in Section 5.1, Proposers submitting the highest scored Technical Proposals will become the shortlisted Proposers. ALDOT intends to shortlist three to four teams but reserves the right to adjust the number in the shortlist.

## 5.5 Interviews

Shortlisted Proposers will be required to attend a technical interview with ALDOT as described in this [Section 5.5](#).

Each shortlisted Proposer team may bring to its interview any material that Proposer believes may assist ALDOT in evaluating the team’s qualifications; however, no materials shall be left with ALDOT after the interview. Each team may bring up to ten (10) attendees to the interview. These ten must include Project Manager, Design Manager, and Construction Manager. Additional attendees must also be Key Personnel or Additional Key Personnel. Communications of any kind with individuals not present in the interview room are prohibited. The Proposer is prohibited from using laptops or cell phones during the interview except for one laptop for the Proposer’s interview presentation.

ALDOT will provide the Proposer team with questions for the Questions and Answers session five minutes prior to the start of the Questions and Answers session. The Proposer team interview attendees will have no more than five minutes to review the questions and prepare answers.

<b>Interview Item</b>	<b>Time Allocation (Minutes)</b>	<b>Maximum Points</b>
1. Introductions	70	0
2. Team Qualifications and Experience		10
3. Project Understanding and Approach to Meeting ALDOT’s Goals		10
4. Innovative Ideas		10
5. Risk Management and Quality Management		10
6. Interview Closing		0
7. Questions and Answers (including five minutes for Proposer to review questions)	25	10
<b>Maximum Total Time:</b>	<b>95</b>	
<b>Total Points Available:</b>		<b>50</b>

Interview performance with respect to interview items #2-5 in the above table will be evaluated pursuant to the criteria provided in [Section 5.3.1](#) through [5.3.6](#) above, as applicable.

The Questions and Answers session of the interview will be evaluated on the extent to which:

- (a) responses were well organized, clear, and the logic included in a response was easy to follow;
- (b) responses answered the questions concisely and left out unnecessary and/or repetitive information;

(c) responses were delegated appropriately and/or the Proposer team worked well together to answer the questions;

(d) responses included appropriate examples or proofs to support the Proposer team's answers; and

(e) responses had merit and/or relevance.

At ALDOT's discretion, the responses provided during the Questions and Answers session may also influence the scoring of interview items #2-5 in the above table.

## **5.6 Evaluation Criteria**

ALDOT will use a rating system to evaluate Technical Proposals and interview performance pursuant to the criteria in Sections 5.3 and 5.5 above.

## **5.7 Selection**

After the interviews, ALDOT will rank the shortlisted Proposals based on the combined Technical Proposal and interview scores. The highest ranked Proposal will be identified as the apparent best qualified Proposer for negotiation and finalization of the Design-Build Agreement as described in Section 6.0.

## **5.8 Requests for Clarification on Proposals**

ALDOT may (but is not obligated to) at any time issue one or more requests for clarification 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. Any requests for clarification will be made by ALDOT by email to the Proposer's PPC and responses will be delivered to ALDOT by email to ALDOT's Authorized Representative unless otherwise directed by ALDOT. Proposers shall respond to any such requests within two Business Days (or such other time as is specified by ALDOT) from receipt of the request. The scope, length, and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of, ALDOT.

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

## **SECTION 6.0 POST-EVALUATION PROCESS AND EXECUTION**

### **6.1 Incorporation of Proposal and Finalization of the Design-Build Agreement**

ALDOT will proceed with the best qualified Proposer, based on the selection criteria outlined in Section 5.0, to finalize the Design-Build Agreement. By submitting its Proposal, each Proposer commits to enter into a form of the Design-Build Agreement that is consistent with the DBA Term Sheet included in the RFQ/RFP, subject to negotiation of any exceptions that the Proposer expressly identified in its Administrative Proposal. ALDOT may agree, in its sole discretion, to limited negotiations with the best qualified Proposer to clarify any remaining issues regarding scope, schedule, or any other information provided by that Proposer. Any decision to commence limited negotiations is at ALDOT's sole discretion.

In the event ALDOT elects to commence negotiations with a Proposer, such Proposer will be deemed to have failed to engage in good faith negotiations with ALDOT if the Proposer (a) fails to attend and actively participate in reasonably scheduled negotiation meetings with ALDOT, or (b) insists upon terms or conditions for any documents to be negotiated or provided by Design-Builder hereunder that are inconsistent with the DBA Term Sheet and any exceptions expressly identified by Proposer in its Administrative Proposal.

## **6.2 Post-Selection Deliverables**

As a condition precedent to execution of the Design-Build Agreement, the successful Proposer shall deliver the following to ALDOT within five Business Days after notification of award:

(a) Evidence of authority to transact business in the State for all members of Proposer's team that will transact business in the State, dated no earlier than the Proposal Due Date.

(b) A copy of the final organizational documents for Design-Builder and for each member or partner of Design-Builder, as applicable. The final form of the organizational documents may not differ materially from the draft organizational documents included with the Proposal. If the Proposer is a joint venture, attach a letter from each joint venturer stating that the joint venture agrees to be held jointly and severally liable for any and all of the duties and obligations of Design-Builder under the Proposal and under any contract arising therefrom.

During the negotiation period, as a condition to execution of the Design-Build Agreement, the Proposer shall deliver drafts of the deliverables identified in Section 6.3 for pre-approval by ALDOT.

## **6.3 Execution and Delivery of Design-Build Agreement**

The following are conditions precedent to execution of the Design-Build Agreement: (1) successful completion of negotiations, (2) receipt by ALDOT of all of the documents required to be provided prior to execution of the Design-Build Agreement under this Section 6.3, and (3) execution of the Design-Build Agreement by ALDOT.

Proposer shall deliver the documents listed below to ALDOT concurrently with the executed Design-Build Agreement as a condition to execution of the Design-Build Agreement by ALDOT. On or before the date that ALDOT delivers the execution sets of the Design-Build Agreement to Proposer, ALDOT shall notify Proposer regarding the number of originals and copies required to be delivered.

(a) For joint ventures formed after submission of the Proposal, a copy of the entity's final joint venture agreement. The final form of the organizational documents may not differ materially from the draft organizational documents included with the Proposal.

(b) Evidence of approval of the final form, and of due authorization, execution, delivery and performance, of the Design-Build Agreement by Design-Builder and, if the Design-Builder is a joint venture, by its joint venture members. Such evidence shall be in a form and substance satisfactory to ALDOT.

(c) Evidence that Design-Builder and its Major Participants hold all licenses required for performance of the work under the Design-Build Agreement and evidence that the Design-Builder and any required Component Firm is duly qualified to do business, and is in good standing, in the State.

(d) A letter from a licensed Surety, rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company, signed by an authorized representative as evidenced by a current certified power of attorney, committing to provide the performance bonds and payment bonds required under the Design-Build Agreement, in the forms agreed to by the parties during negotiations of the Design-Build Agreement. The commitment letter may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the Design-Build Agreement and, with respect to the performance bond and payment bond securing the construction work, issuance of the Construction Phase Amendment/NTP; *provided, however*, that the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the Design-Build Agreement or the terms thereof set forth in the RFQ/RFP, but excluding any changes or information reflected in the Proposal.

(e) Certificates of insurance evidencing the coverage required under the Design-Build Agreement.

(f) Any other requirements identified by ALDOT during pre-award negotiations.

#### **6.4 Debriefings**

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers may request a debriefing. Debriefings shall be provided at the earliest feasible time after execution of the Design-Build Agreement. The debriefing shall be conducted by a procurement official familiar with the rationale for the selection decision and Design-Build Agreement award.

Debriefings shall:

(a) Be limited to discussion of the Proposer's Proposal and may not include specific discussion of a competing Proposal;

(b) Be factual and consistent with the evaluation of the Proposer's Proposal; and

(c) Provide information on areas in which the Proposer's Technical Proposal had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of any evaluation committee, but may include a summary of the rationale for the selection decision.

### **SECTION 7.0 PROTESTS**

#### **7.1 Applicability**

This Section 7, and Titles 23 and 39 of the Code of Alabama (1975) and the regulations, rules, and specifications promulgated thereunder set forth the exclusive protest remedies available with respect to this RFQ/RFP. To the extent that any provisions in this Section 7 are inconsistent with those set forth in Titles 23 and 39 of the Code of Alabama (1975) and the regulations, rules, and specifications promulgated thereunder, as they may be amended, the provisions in Titles 23 and 39 of the Code of Alabama (1975) and the regulations, rules, and specifications promulgated thereunder that are current at the time of the protest shall govern. These provisions prescribe the exclusive procedures for protests regarding:

1. Allegations that the terms of the RFQ/RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed ALDOT's authority;
2. A determination whether a Proposal is responsive to RFQ/RFP requirements; and
3. Shortlisting/award determinations.

## **7.2 Required Early Communication for Certain Protests**

Protests concerning the issues described in Section 7.1(1) may be filed only after the Proposer has informally discussed the nature and basis of the protest with ALDOT, following the procedures prescribed in this Section 7.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the address specified in Section 2.2 for the Authorized Representative. The written request should include an agenda for the proposed one-on-one meeting. ALDOT will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, ALDOT may, in its sole discretion, make appropriate revisions to the RFQ/RFP Documents by issuing Addenda.

## **7.3 Deadlines for Protests**

1. Protests concerning the issues described in Section 7.1(1) must be filed as soon as the basis for the protest is known but no later than 20 days prior to the Proposal Due Date, unless the protest relates to an Addendum to the RFQ/RFP, in which case the protest must be filed no later than five Business Days after the Addendum is issued.
2. Protests concerning the issues described in Section 7.1(2) must be filed no later than five Business Days after receipt of the notification of non-responsiveness.
3. Protests concerning the issues described in Section 7.1(3) must be filed no later than 10 Business Days after the earliest of the notification of the shortlist/award and the public announcement of the shortlist/award.

## **7.4 Content of Protest**

Protests (a) shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and (b) shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

## **7.5 Filing of Protest**

Protests shall be filed by hand delivery on or before the applicable deadline provided in Section 7.3. For any protests filed after the Proposal Due Date, the Proposer filing the protest shall concurrently file a copy of the protest with the other Proposers whose addresses may be obtained from ALDOT's website.

Protests must be filed to the following address:

John R. Cooper, Director  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110



Duplicates of the protest must be sent to the Legal Bureau at the following address:

William F. Patty, Chief Counsel  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110

#### **7.6 Comment from Other Proposers**

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

#### **7.7 Burden of Proof**

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

#### **7.8 Decision on Protest**

The Director of ALDOT or his designee shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, ALDOT may, in its sole discretion, make appropriate revisions to this RFQ/RFP by issuing Addenda.

#### **7.9 Protestant's Payment of Costs**

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

#### **7.10 Rights and Obligations of Proposers**

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest provided in this Section 7, and Titles 23 and 39 of the Code of Alabama (1975) and the regulations, rules, and specifications promulgated thereunder, which govern public bid protests, and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this [Section 7.0](#), it shall indemnify and hold ALDOT and its officers, employees, agents, and consultants harmless from and against all liabilities, fees, and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

### **SECTION 8.0 ALDOT RIGHTS AND DISCLAIMERS**

In addition to the reserved rights articulated throughout the RFQ/RFP, ALDOT reserves the right, in its sole and absolute discretion, to do the following:

- (a) reject any or all Proposals;

- (b) issue a new or revised RFQ/RFP;
- (c) cancel, modify, or withdraw the RFQ/RFP;
- (d) appoint an evaluation team to review Proposals and seek the assistance of outside technical experts in the Proposal evaluation;
- (e) extend the Proposal Due Date;
- (f) seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposal of one or all the Proposers;
- (g) if ALDOT is unable to negotiate a Design-Build Agreement to its satisfaction with a Proposer, it may negotiate with the next best qualified Proposer, terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under Titles 23 and 39 of the Code of Alabama (1975) and the regulations, rules, and specifications promulgated thereunder, or under other applicable law, as ALDOT deems appropriate; and
- (h) refuse to receive or open a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based on, but not limited to, any of the following:
  - (1) failure on the part of a Principal Participant or Major Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;
  - (2) violation of the terms of the RFQ/RFP on the part of a Principal Participant or Major Participant;
  - (3) issuance of a notice of debarment or suspension to a Principal Participant or Major Participant;
  - (4) submittal by the Proposer of more than one Proposal under the Proposer's own name or under a different name;
  - (5) existence of a conflict of interest or evidence of collusion in the preparation of a proposal or bid for any design or construction project by a Principal Participant or Major Participant; and
  - (6) submittal by the Proposer of a Proposal after the Proposal Due Date.

The issuance of the RFQ/RFP is not a commitment by ALDOT to enter into the Design-Build Agreement, nor does it obligate ALDOT to pay for any costs incurred in preparation and submission of the Proposal or in anticipation of the Design-Build Agreement. By submitting a Proposal, a Proposer disclaims any right to seek compensation for such costs from ALDOT. By submission of a Proposal in response to the RFQ/RFP, the Proposer thereby specifically acknowledges acceptance of the above rights and disclaimers.

**EXHIBIT A**  
**DEFINITIONS AND ACRONYMS**

**“Addenda/Addendum”** means supplemental additions, deletions, and modifications to the provisions of the RFQ/RFP after the release date of the RFQ/RFP.

**“Additional Key Personnel”** means the individuals designated by a Proposer pursuant to ITP Exhibit D, Section 4.2.

**“Additional Personnel”** means the individuals designated by a Proposer pursuant to ITP Exhibit D, Section 4.3.

**“Administrative Proposal”** means the proposal materials submitted by a Proposer providing the information requested in ITP Exhibit C.

**“Affiliate”** means (i) any person, organization or firm that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Proposer, any Principal Participant or any Major Participant; or (ii) any organization or firm for which 10 percent or more of the interest in such organization or firm is held directly or indirectly, beneficially or of record, by (a) the Proposer; (b) any Principal Participant; (c) any Major Participant; or (d) any Affiliate under part (i) of this definition.

**“ALDOT”** means the Alabama Department of Transportation.

**“Authorized Representative”** has the meaning set forth in ITP Section 2.2.

**“Business Day”** means days on which ALDOT is officially open for business.

**“CFO”** has the meaning set forth in ITP Exhibit D, Section 2.0.

**“Civil Rights Requirements”** means the civil rights requirements, referred to collectively, that include (a) equal employment opportunity and affirmative action, (b) Davis-Bacon Act and related acts, (c) DBEs, (d) on-the-job training requirements, (e) Title IV of the Civil Rights Act, (f) Americans with Disabilities Act, (g) non-discrimination, and (h) FHWA 1273.

**“Component Firm”** means any firm associated with a Proposer that is contemplated by the Proposer to perform work on the Project, including the Proposer, Principal Participants, Major Participants, Designers, Independent Quality Firm, and subcontractors that perform design or construction activities.

**“Conflicted Firm”** has the meaning set forth in ITP Section 3.1.

**“Construction Manager”** or **“CM”** means the individual employed by the Proposer or a Principal Participant, who is designated as having the lead responsibility for managing the construction on the Project.

**“Contract Year”** means (a) each 12-month period, commencing on the Effective Date, and (b) the period between the final anniversary of the Effective Date during the Term and the last day of the Term.

**“Day”** or **“day”** shall mean calendar days unless otherwise expressly specified.

**“DBA Term Sheet”** means the term sheet with respect to the Design-Build Agreement set forth in Volume II of the RFQ/RFP.

**“DBE Project Goal”** has the meaning set forth in ITP Section 1.7.2.

**“Design-Build Agreement”** means the design-build agreement for the design and construction of the Project, the term sheet for which is set forth in Volume II of the RFQ/RFP, together with associated documents, including any technical provisions attached thereto.

**“Design-Builder”** has the meaning set forth in ITP Section 1.1.

**“Design Manager”** means the individual employed by a Lead Designer, and satisfying the requirements of such position, designated as having the lead responsibility for managing the design on the Project.

**“Designers”** means firms that hold a current valid license as required by the State under applicable law and provides professional engineering, architecture, surveying, or landscape architecture services for the Design-Builder on the Project up to and including providing signed-sealed final design plans and specifications for the Project.

**“Disadvantaged Business Enterprise”** or **“DBE”** has the meaning set forth in ITP Section 1.7.2.

**“DPP”** has the meaning set forth in ITP Section 1.7.2.

**“Draft Mitigation Plan”** means the draft mitigation plan, dated March 13, 2019, located at Appendix F of the Project’s Supplemental Draft Environmental Impact Statement, which can be found at <https://mobileriverbridge.com/documents/>.

**“Financial Information”** means the financial information submitted by a Proposer providing the information requested in ITP Exhibit E.

**“Financially Responsible Party”** means (a) with respect to the Proposer, (i) each joint venture member of the Proposer, and (ii) any other entity (if any) that is guaranteeing the financial capabilities of the Proposer; and (b) with respect to the Lead Contractor, any entity guaranteeing the financial capabilities of the Lead Contractor, and may be (i) the Lead Contractor itself, and/or (ii) a parent company or an affiliate of the Lead Contractor that will provide financial support to serve as a guarantor with respect to the Lead Contractor’s financial capabilities.

**“GMP”** has the meaning set forth in ITP Section 1.4.

**“Governmental Authority”** means any (a) federal, State, or local government, and any political subdivision of any of them, and (b) any interstate, governmental, quasi-governmental, judicial, public, regulatory, statutory instrumentality, administrative agency, authority, body, or entity of, or formed by, any such government or subdivision thereof; in each case other than ALDOT.

**“IFRS”** has the meaning set forth in ITP Exhibit E, Section 2.0.

**“Independent Cost Estimating Firm”** or **“ICE”** means a firm procured by ALDOT, independent of the Design-Builder, to provide cost estimating information to ALDOT during the preconstruction phase and assist with negotiation of the GMP.

**“Independent Quality Firm”** or **“IQF”** means a firm procured by the Design-Builder that performs the functions and services of an independent observer, inspector, and auditor of the construction work.

**“Innovation”** or **“Innovative”** means:

(a) an alternate concept differing from the Project’s base design contained in the Reference Documents; or

(b) the application of new technology, materials, and/or processes in industry practice,

that is relevant and feasible for the Project, and if applied, would increase revenue and/or lower costs of the Project, demonstrate better value for the Project in connection with the Project’s operations and maintenance activities, minimize environmental impacts of the Project, and/or assist in addressing environmental commitments associated with the Project.

**“Instructions to Proposers”** or **“ITP”** means the documents, including exhibits and forms, included in the RFQ/RFP containing directions for the preparation and submittal of information by the Proposers in response to the RFQ/RFP.

**“Key Personnel”** means the individuals designated by a Proposer pursuant to ITP Exhibit D, Section 4.0.

**“Lead Contractor”** means the Component Firm to bear primary and lead responsibility for construction services on the Project. The Lead Contractor must be the Proposer, a Principal Participant, or Major Participant, and is anticipated to perform a minimum of 30% of the construction services on the Project, provided the price proposed during the Preconstruction Phase for such construction services is reasonable.

**“Lead Designer”** means the Component Firm to bear primary and lead responsibility for design services on the Project. The Lead Designer must be the Proposer, a Principal Participant, or Major Participant, and is anticipated to perform a minimum of 30% of the design services on the Project.

**“Major Participant”** means any Component Firm for a Proposer that is contemplated to be responsible for performing more than 15% of the design or more than 20% of the construction of the Project, provided the price proposed during the Preconstruction Phase for such construction services is reasonable.

**“Mobile River Bridge Project”** has the meaning set forth in ITP Section 1.1.

**“MOT”** has the meaning set forth in ITP Exhibit D, Section 4.1.

**“Owner’s Project Manager”** or **“OPM”** means the firm(s) hired by ALDOT to provide support services intended to ensure compliance of design work and construction work with the contract documents, and to assist ALDOT with procurement and development of the Project and Mobile River Bridge Project.

**“Principal Participant”** means, with respect to a Proposer, any of the following entities: (i) any joint venture, partner, or firm holding an interest in the Proposer if the Proposer is a joint venture, partnership, or other form of unincorporated legal entity; (ii) any person or firm holding (directly or indirectly) a 15% or greater interest in the Proposer if the Proposer is a corporation, limited liability company, or other form of incorporated legal entity; or (iii) parent company or Affiliate of the Proposer or another Principal Participant that will provide financial support to such firm (guarantor) to meet the financial obligations of the Design-Build Agreement.

**“Procurement Point of Contact”** or **“PPC”** means the authorized representative of the Proposer identified as the sole representative for communication with ALDOT.

**“Procurement Process”** means the entire process by which ALDOT offers to outside parties an opportunity to undertake the Project, including the RFQ/RFP, beginning with the release of the RFQ/RFP and ending with the selection of the Design-Builder to design and construct the Project.

**“Professional Engineer”** means individual licensed under applicable law to practice engineering in the State.

**“Project”** has the meaning set forth in ITP Section 1.1.

**“Project Manager”** or **“PM”** means the individual employed by the Proposer, or a Principal Participant, who is designated as having the lead responsibility for managing the Proposer (and Design-Builder) organization including authority to provide full direction and control for the Project.

**“Proposal”** means a Proposer’s complete response to the RFQ/RFP, including (a) an Administrative Proposal, (b) a Technical Proposal and (c) a Financial Information.

**“Proposal Due Date”** means the deadline (date and time) for submission of Proposals identified in ITP Section 1.5.

**“Proposer”** means the entity submitting a Proposal for the Project in response to the RFQ/RFP.

**“Protest”** has the meaning set forth in ITP Section 7.0.

**“Reference Documents”** means the documents listed in Volume III of the RFQ/RFP.

**“Request for Qualifications and Proposals”** or **“RFQ/RFP”** means the set of documents identifying the Project and the work to be performed and materials to be furnished in response to which a Proposal may be submitted by a Proposer.

**“RFC”** means Proposer written requests for clarification as described in ITP Section 1.5.

**“RFQ/RFP Documents”** has the meaning set forth in ITP Section 1.2.1.

**“Stakeholder”** means parties that may have a stake in the Project by virtue of their location or funding, including, but not limited to, utility providers affected by the Project; railroads in the Project area; adjacent landowners; municipalities of Daphne, Mobile, Prichard, and Spanish Fort; counties of Baldwin and Mobile; the Mobile Metropolitan Planning Organization and Eastern Shore Metropolitan Planning Organization; USDOT; FHWA; and their respective officers, directors, and employees.

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

**“Surety”** means the individual or entity committing to provide any of the bonds identified in the RFQ/RFP.

**“Technical Proposal”** means the technical proposal submitted by a Proposer providing the information requested in ITP Exhibit D.

**“U.S. GAAP”** has the meaning set forth in ITP Exhibit D, Section 2.0.

For definitions of other initially capitalized terms, please refer to the DBA Term Sheet.

**EXHIBIT B**  
**PROJECT DESCRIPTION, PROJECT INFORMATION AND SCOPE OF WORK**

**1.0 Project Description**

The improvements to be completed by the Design-Builder will include improvements on I-10 from the Mobile/Baldwin county line to approximately one mile east of the East Bay Interchange by replacing the two existing two-lane I-10 bridges across the Mobile Bay with two three-lane bridges built above the 100-year storm event maximum wave height, plus required operational, merge, acceleration, and deceleration lanes to be identified and provided in reference documents through the issuance of Addenda. In addition, all required overpasses/underpasses and the Midbay (90/98) and the East Bay interchanges will be designed and constructed by the Design-Builder to support these lanes and connect them to existing facilities. As part of the Project, the Design-Builder will also be responsible for developing, designing, and constructing or demolishing, as applicable, the following improvements:

- Constructing an all-electronic, open road toll collection system as necessary to allow collection of tolls from users, that is interoperable with other electronic toll collection systems.
- An ITS for the full length of the Project.
- Identified on and off ramps as depicted in the Reference Documents and modified interchanges. These on and off ramps will include all approaches and departures of the connectors to ensure existing connectors are preserved.
- An environmental mitigation site, as described in the Draft Mitigation Plan, which shall also include any required revisions identified during the Section 404 permitting process.
- Other potential related facilities necessary for connectivity, mobility, and safety, including drainage and utility coordination.
- Demolition of the existing corridor elements, including the existing Bayway, which are replaced as part of the Project, and demolition of the existing Bayway that is within the Mobile River Bridge Project's limits. Such elements include bridges, ramps, portions of roadways, and roadway appurtenances.
- A replacement US 90/98 Bridge over I-10.

ALDOT intends to procure a single Design-Builder under a Design-Build Agreement with two separately authorized phases as follows and as more fully described in Section 3.0 below:

1. Preconstruction Phase; and
2. Construction Phase.

The Preconstruction Phase is anticipated to commence in the third quarter of 2023 and conclude concurrently with the Construction Phase. The Construction Phase, if authorized, would follow based on schedules to be developed during the Project. Although the phases are generally consecutive, ALDOT may authorize certain elements of the work to proceed early to optimize the overall schedule.

## **2.0 Project Information**

### **2.1 Environmental Status**

The Design-Builder will be responsible for (i) obtaining all permits and approvals needed for design and construction of the Project, except for those that the contract documents expressly make the responsibility of ALDOT; (ii) complying with mitigation requirements and any other requirements or general conditions of any permit or approval related to the Project, and designing and constructing the same; and (iii) except as otherwise provided in the contract documents, designing and constructing, and/or paying for any and all required approval and permit modifications/mitigation related to the Project after the initial approvals and permits are acquired.

FHWA approved the Combined Final Environmental Impact Statement/Record of Decision (“**FEIS/ROD**”) for the new I-10 Bayway and proposed I-10 bridge over the Mobile River on August 15, 2019. ALDOT completed a Supplemental Draft Environmental Impact Statement (“**SDEIS**”) to document changes made since the SDEIS was signed in 2014. The SDEIS was signed by FHWA on March 26, 2019. A re-evaluation of the FEIS/ROD for changes made between the approval of the FEIS/ROD and issuance of the DBA will be completed by ALDOT. All necessary environmental permits have not been secured for the Project as of the issuance of this RFQ/RFP. It is anticipated that additional Governmental Authorities, including, but not limited to, the USACE, USCG, the Federal Aviation Administration, United States Fish and Wildlife Service, National Marine Fisheries Service, Alabama Department of Environmental Management, and Alabama Department of Conservation and Natural Resources, will need to issue environmental permits and/or approvals for the Project. As identified in the FEIS/ROD, mitigation will be required to obtain permits and satisfy environmental commitments of the FEIS/ROD.

If the Design-Builder chooses to modify the data on which any permits or approvals are based or a permit or approval itself, a re-evaluation of the FEIS/ROD and modification of the mitigation requirements may ensue.

Phase III archeological investigations are underway on a portion of the acquired ROW as part of the FEIS/ROD requirements. Such investigations are due to be completed during the first quarter of 2023 and should not impact the design or construction phases.

### **2.2 Right of Way Acquisition**

ALDOT has acquired all right-of-way (“**ROW**”) necessary for construction of the Project.

If the Design-Builder determines it needs additional ROW for its design solution, the Design-Builder will be responsible for such necessary ROW acquisition services per federal requirements included in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. Chapter 61), in 23 C.F.R. Part 710, and the Code of Alabama (1975).

### **2.3 Geotechnical Exploration Program**

The Design-Builder will be responsible for determining geotechnical data and testing, performing geotechnical investigations, and performing tests, analyses, and calculations. ALDOT has performed certain geotechnical exploration work regarding the Project. ALDOT does not anticipate that Proposers will need to conduct any additional geotechnical exploration in order to submit a Proposal, and Proposers are not permitted to undertake any geotechnical explorations prior to submitting a Proposal except as



otherwise provided pursuant to this Section 2.3. To the extent that any Proposer desires additional site information prior to submitting its Proposal, such Proposer shall coordinate with ALDOT prior to conducting any field exploration, including, without limitation, coordinating permitting, traffic control, and required notifications.

#### **2.4 Utility Investigation and Relocation**

The Design-Builder will be responsible for performing Project utility relocation according to approved utility relocation agreements. ALDOT has undertaken early utility coordination efforts, including: (i) creating a list of public and private utilities located along the corridor; (ii) creating a utility location map; and (iii) meeting with select major utilities that are anticipated to be impacted by the Project. ALDOT has obtained Subsurface Utility Engineering information for likely potential conflict areas, including pier locations and drainage outfalls along the Midbay interchange.

#### **2.5 Aesthetic Requirements**

The Design-Builder will comply with the aesthetic guidelines established by the Aesthetic Steering Committee, which have been developed through coordination with ALDOT to establish attractive, yet functional and economical, aesthetic requirements for the Project. The Design-Builder will cooperate with ALDOT in ALDOT's continued coordination with the Aesthetic Steering Committee during the design phase to ensure all designs are following the previously established requirements.

After selection, ALDOT will establish bi-weekly meetings with the Aesthetic Steering Committee in order to give the best qualified Proposer direct access to the Aesthetic Steering Committee through the end of the Preconstruction Phase. The Design-Builder may request additional meetings with the Aesthetic Steering Committee provided that a 48-hour notice has been given to ALDOT's Authorized Representative and the Aesthetic Steering Committee. The Design Builder may also elect to cancel scheduled meetings that are not needed.

### **3.0 Scope of Design-Builder's Work**

The Design-Builder's obligations will generally include all efforts, except for those responsibilities retained by ALDOT as set forth in the DBA Term Sheet, required to develop, design, and construct the Project as authorized by ALDOT in accordance with the requirements of the Design-Build Agreement.

Immediately following execution of the Design-Build Agreement, the Design-Builder shall commence work for the Preconstruction Phase. The Design-Builder will be required to provide and maintain and repair, in good operating condition, office space and related facilities, equipment and parking for the exclusive use of ALDOT and its consultants to use in connection with the Project. Such office space shall be co-located with the Design-Builder's Project office. Additional details regarding the office size, location, and timing of use will be released during the Procurement Process.

ALDOT may decline to authorize any phase of the work. Please refer to the DBA Term Sheet for further and more detailed information regarding the terms of the Design-Builder's obligations.

#### **3.1 Preconstruction Phase**

ALDOT intends to procure an Independent Cost Estimating Firm, with the responsibility of providing cost estimating information to ALDOT during the Preconstruction Phase. Information provided to ALDOT by the Independent Cost Estimating Firm will be used to assist ALDOT with negotiating the GMP and

approving commencement of the Construction Phase. The Design-Builder will be expected to collaborate with the Independent Cost Estimating Firm by providing sufficient information to allow the Independent Cost Estimating Firm to establish an independent cost estimate based on the Design-Builder's proposed solution.

The Design-Builder scope of work for the Preconstruction Phase is expected to include, but not be limited to, the following:

- Design Services
  - Design for purposes of GMP development
  - Cost Estimation
  - Development of breakdown of work packages by trade or project component
  - Design and development of construction documents (drawings and specifications)
  - Design of utility adjustments and relocations
  - ROW plans (if necessary)
  - Any remaining site investigations and surveys
- Preconstruction Services
  - Subcontractor bidding and selection
  - Cost estimation and coordination with the ICE
  - Permitting and designing to address NEPA environmental commitments, including the marsh creation site
  - Construction schedule development
  - Other third-party coordination for utilities (anticipated to be led by the Design-Builder under ALDOT oversight)
  - Constructability reviews
  - Procurement of long-lead items, as authorized by ALDOT
  - Development and completion of GMP
  - Development of work order(s) for individual work packages
  - Risk register and mitigation plans
  - Community outreach and public relations services
- Project management plan development
  - Project management plan for preconstruction phase

- Document control plan
- Design standards
- Maintenance manual
- Preliminary construction management plan
- Maintenance of traffic plan
- Development of community outreach and engagement plan
- Design Quality Management Plan
- Construction Quality Management Plan, including proposed strategy for utilization of the Independent Quality Firm for construction quality assurance
- Subcontracting plan
- Estimating plan for GMP
- Coordination with the Mobile River Bridge Project
- DBE outreach

The Design-Builder's compensation for the Preconstruction Phase will be at fully loaded hourly rates, (subject to a reasonableness evaluation by ALDOT) plus reasonable and documented reimbursable expenses as described in the DBA Term Sheet, subject to any limitations on reimbursable rates and expenses under applicable law. In ALDOT's discretion, a lump sum for preconstruction phase services may be established in lieu of hourly rates. The total compensation for this phase will be capped at a not-to-exceed (NTE) amount set by ALDOT, subject to adjustment in accordance with the Design-Build Agreement. The fully loaded hourly rates and NTE amount will be documented in the Design-Build Agreement at execution.

### **3.2 Construction Phase**

Authorization to proceed with any construction work will require an Amendment/NTP in accordance with the Design-Build Agreement, which will be contingent on ALDOT and Design-Builder agreeing to a GMP and schedule for such work.

The Design-Builder will perform construction of the Project subject to an agreed plan/breakdown that may include the following elements:

- Early Work: Work package authorizations issued prior to establishment of overall GMP will be limited to work that has independent value to ALDOT (such as utility adjustments or relocations) and will be developed on a case-by-case basis where schedule considerations dictate.
- Individual work packages, as appropriate, broken down by schedule and procurement considerations and in sum equal in value to the overall GMP.
- All packages to include Construction Phase design support.

### **3.3 Quality Management**

Certain construction quality assurance functions on the project will be performed by an IQF. The IQF will report directly to the Project Manager, but will have independence and reporting obligations to ALDOT and owe ALDOT a duty of care. Except as provided otherwise in the DBA, the Lead Contractor will be responsible for the costs of the IQF. ALDOT will bear no responsibility or liability to the Proposer for the performance of the IQF. The IQF shall not be an Affiliate of the Proposer, any Principal Participant or any Major Participant.

**EXHIBIT C**  
**ADMINISTRATIVE PROPOSAL INSTRUCTIONS**

**1.0 Transmittal Package**

**1.1 Proposal Letter (Form A)**

The Administrative Proposal shall include the Proposal Letter (Form A). 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 A; *provided, however*, that Proposer may attach to the original Form A an envelope including two certified copies of the required organizational documents in lieu of providing organizational documents with each of the copies of the Administrative Proposal.

**1.2 Informational Forms (Forms B) and Legal Information**

The Administrative Proposal shall include a completed Form B-1, including the names, contact information, role in the organization, licensing information, and description of work (if applicable) for Proposer and Principal Participants.

The Administrative Proposal shall include a completed Form B-2 providing information about Proposer and its team as specified therein.

The Administrative Proposal shall include a completed Form B-3 providing information regarding each Major Participant and the Independent Quality Firm.

The Administrative Proposal shall include copies of organizational documentation described in the section entitled "Additional Information to Be Provided with Proposal Letter" of Form A for Proposer, Design-Builder, and Principal Participants, as well as other documentation required by Form B-2.

**1.2.1 Responsible Proposer Questionnaire (Form C)**

Each Proposer will be required to acknowledge and certify in Form A that all Principal Participants and all Major Participants and their respective owners, officers, partners, directors, financial controllers, and employees meet the requirements of ITP Section 5.2.1(c) as of the time of Proposal submission and include in the Administrative Proposal Form C, the "Responsible Proposer Questionnaire," with respect to the Proposer, each Major Participant, and each Principal Participant. As noted on the form, it may be provided by Proposer on its own behalf and on behalf of each Major Participant and Principal Participant, or it may be provided by Proposer on its own behalf and the individual Major Participants and Principal Participants on their own behalf. The form executed by Proposer shall be signed by the same individual(s) who sign the Proposal Letter. The forms signed by Major Participants and Principal Participants shall be signed by an authorized representative of such Major Participant and Principal Participant and the Administrative Proposal shall include evidence of signature authorization for each such individual.

**1.2.2 Non-Collusion Affidavit (Form D)**

The Administrative Proposal shall include Form D, certifying that the Proposal is not the result of and has not been influenced by collusion.

**1.2.3 Organizational Conflict of Interest Disclosure (Form E)**

The Administrative Proposal shall include a certification on Form E describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest.

#### **1.2.4 Debarment and Suspension Certificate (Form F)**

The Administrative Proposal shall include a certification on Form F with respect to the Principal Participants, Major Participants, and all other Component Firms that are committed as of the Proposal Due Date.

#### **1.2.5 DBE Requirements (Form G)**

The Administrative Proposal shall include a Certification of DBE Goal Attainment or Good Faith Efforts (Form G) confirming that Proposer will ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part under this agreement if selected as the Design-Builder for the Project.

#### **1.2.6 Certification Regarding Equal Employment Opportunity (Form H)**

The Administrative Proposal shall include Form H, regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports. A Form H in respect of the Proposer, each Principal Participant, each Major Participant, and all known subcontractors shall be provided, whether in a single Form H executed by the Proposer or in multiple forms executed by the respective entities.

#### **1.2.7 Certification Regarding Alabama Law (Form I)**

The Administrative Proposal shall include Form I executed by Proposer, each Principal Participant, and each Major Participant, certifying that Proposer, each such Principal Participant, and each such Major Participant do not and will not violate federal immigration law and is not and will not engage in the boycott of a person or entity based on doing business with a jurisdiction with which the State can enjoy open trade.

#### **1.2.8 Certification Regarding Buy America (Form K)**

The Administrative Proposal shall include Form K, regarding Buy America requirements.

#### **1.2.9 Certification Regarding Use of Contract Funds For Lobbying (Form L)**

The Administrative Proposal shall include Form L, executed by Proposer, all joint venture members of Proposer, and all of the other Major Participants, including Principal Participants, certifying that no federally 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.

#### **1.2.10 Certification Regarding Ineligible Contractors (Form M)**

The Administrative Proposal shall include Form M, certifying that the Proposer and any Principal Participants, Major Participants, and subcontractors, or any owner, officer, partner, director, or financial

controller of such firms are not declared by the federal government or have not voluntarily declared themselves debarred, suspended, or ineligible from doing transactions with the federal government or any of its agencies and making other certifications as described on Form M.

### **1.3 Exceptions to DBA Term Sheet**

The Administrative Proposal shall contain an outline of all exceptions that Proposer proposes to take to the terms set forth in the DBA Term Sheet, which may take the form of (a) a concise issues list identifying specific provisions of the DBA Term Sheet that Proposer wishes to negotiate and Proposer's proposed approach to such provisions or (b) a redline mark-up of the DBA Term Sheet. In each case, Proposer shall identify any exceptions or conditions on which its Proposal is contingent. ALDOT will not be required to consider any such exceptions or conditions and may accept or reject them in its discretion, subject to applicable law and requirements for a competitive Procurement Process. ALDOT may reject any Proposal to the extent that it is contingent on conditions and exceptions not acceptable to ALDOT.

**EXHIBIT D**  
**TECHNICAL PROPOSAL INSTRUCTIONS**

**1.0 Executive Summary**

Provide an executive summary written as a narrative, in a non-technical style, containing supplemental information for evaluators addressing the Proposer's experience, qualifications, and approach to the Project.

**2.0 Organization**

The Technical Proposal shall include an organizational chart (not more than two 8 ½" x 11" pages), and a narrative description of such organizational chart showing Proposer's organization and reflecting relationship structure among Proposer and the Component Firms. The chart and narrative shall identify the Lead Designer, the Lead Contractor, Principal Participants, and Major Participants and any subcontractors responsible for major Project functions to be performed and describe the functional structure of the organization. The chart shall also include the names, roles, and reporting structure of the Key Personnel and list any other personnel that Proposer proposes for the Project.

**3.0 Proposer Experience**

With respect to the Proposer, each of the Component Firms noted in the chart below should have the qualifications, experience, and requirements identified in such chart (noting that some qualifications and experiences, while not mandatory, are preferred). The Technical Proposal shall include evidence, in a narrative form, demonstrating how each of the noted Component Firms satisfies the applicable criteria contained in the chart. Please also describe how such experience is relevant to the success of this Project.

<b>Component Firm</b>	<b>Qualifications, Experience and Requirements</b>
Lead Designer and any Principal Participant or Major Participant involved in design work	<ol style="list-style-type: none"><li>1. Experience in designing for large, complex structural transportation projects with complex environmental conditions. Such design experience should include:<ol style="list-style-type: none"><li>a. Experience with precast, prestressed concrete construction;</li><li>b. Experience with large bridge projects;</li><li>c. Experience with projects located in a marine and coastal environment; and</li><li>d. Experience with projects in a terrain surrounding the bridge site that is a combination of open water and urban terrain (preferred).</li></ol></li><li>2. Experience with design-build contracting (projects within the U.S. and completed projects most preferred).</li><li>3. Experience in designing safe, reliable maintenance of traffic plans for projects on high volume interstates or freeways.</li><li>4. Understanding of the Project scope and complexity related to design, whereby delivering timely, compliant, and responsive designs for the Project.</li><li>5. Experience and degree of success related to quality control and</li></ol>



Component Firm	Qualifications, Experience and Requirements
	<p>assurance aspects of the design of projects of a similar, size, scope, and complexity.</p> <ol style="list-style-type: none"> <li>6. Depth of experience of the management team for the Project as pertaining to design responsibilities</li> <li>7. Experience with alternative technical concept or equivalent processes.</li> <li>8. With respect to the Lead Designer, experience on transportation projects with a construction value of at least \$250 million within the prior 15 years.</li> </ol>
Lead Contractor and any Principal Participant or Major Participant involved in construction work	<ol style="list-style-type: none"> <li>1. With respect to the Lead Contractor, experience in managing construction on time to a demanding schedule for large, complex structural transportation projects with complex environmental conditions. Such construction management experience should include: <ol style="list-style-type: none"> <li>a. Experience with precast, prestressed concrete construction;</li> <li>b. Experience with large bridge projects;</li> <li>c. Experience with projects located in a marine and coastal environment; and</li> <li>d. Experience with projects in a terrain surrounding the bridge site that is a combination of open water and urban terrain (preferred).</li> </ol> </li> <li>2. Experience with design-build contracting (projects within the U.S. and completed projects most preferred).</li> <li>3. Experience and degree of success related to quality assurance aspects of the construction work of projects of a similar size, scope, and complexity.</li> <li>4. Experience with traffic management, maintenance of traffic, and interfacing with maritime transportation during project construction.</li> <li>5. Experience in construction toll projects, including toll collection system design and toll systems integration.</li> <li>6. Experience with procurement and management of subcontractors and subconsultants.</li> <li>7. Experience with alternative technical concept or equivalent processes.</li> <li>8. Experience with and degree of success related to managing safety, reducing safety-related incidents and conducting construction work in a safe manner.</li> <li>9. With respect to the Lead Contractor, experience on transportation projects with a construction value of at least \$250 million within the prior 15 years.</li> </ol>
Independent Quality Firm	<ol style="list-style-type: none"> <li>1. Experience in independent quality functions for construction of large structural transportation projects. Such experience should include:</li> </ol>

Component Firm	Qualifications, Experience and Requirements
	<ol style="list-style-type: none"> <li>a. Quality function experience with construction of precast, post-tensioned concrete structures;</li> <li>b. Quality function experience with large bridge projects;</li> <li>c. Quality function experience with construction of projects located in a marine and coastal environment;</li> <li>d. Quality function experience with design build contracting; and</li> <li>e. Quality function experience with construction of roadway, traffic, drainage, utilities and maintenance of traffic for high volume freeways and/or interstate highways.</li> </ol> <ol style="list-style-type: none"> <li>2. Must be a registered business entity in the State and have an "Active" license status with the Alabama Board of Licensure for Professional Engineers and Land Surveyors. Must also be prequalified by the ALDOT pursuant to Section 3.5 in the following functional areas: Bridge, Construction, Design, and Materials and Tests.</li> </ol>

#### 4.0 Key Personnel Experience

##### 4.1 Required Key Personnel

Describe how the experience of the Key Personnel will facilitate and improve successful delivery of the Project. Provide information on which Key Personnel will be co-located and during which phases will each be full-time on the Project.

The Technical Proposal shall include a completed Form N-2 with respect to each of the required Key Personnel described in the table below.

Provide at least two references for all Key Personnel, indicating the name, position, agency, reference project(s) by name and date, current phone number, and current email address for each reference. References must be owners or clients for whom the relevant Key Personnel performed relevant work in the 15 years prior to the Proposal Due Date and must not be current employers of the relevant Key Personnel or other members of the Key Personnel's Proposer team.

Each individual proposed for a required Key Personnel position must have the minimum qualifications and experience and satisfy the requirements identified in the following chart. With respect to individuals required to be Professional Engineers, licensure by the State will be required on or before execution of the Design-Build Agreement.

A Proposer may not replace a Key Personnel identified herein or the Civil Rights Compliance Manager at any time after submission of its Proposal and prior to execution of the DBA, without prior written approval from ALDOT. Any proposed replacement shall meet the minimum qualifications and experience listed below, and, in ALDOT's sole discretion, have experience and qualifications equal to or better than the Key Personnel to be replaced.

<b>Key Personnel Position</b>	<b>Minimum Qualifications and Experience</b>
Project Manager	<p>Shall lead the Design-Builder's efforts and be responsible for overall design, construction, and contract administration on behalf of the Design-Builder, including safety and environmental compliance for the Project. Will be designated as ALDOT's point of contact throughout the Project and must be delegated with the authority to make decisions affecting any aspect of the Project. Will be assigned to the Project full time and co-located/on-site until substantial completion.</p> <p>Must have a minimum of 10 years of recent experience managing the design and construction of large bridge projects in a marine environment, including a minimum of 7 years' design-build experience.</p>
Design Manager	<p>Responsible for ensuring that the overall Project design is completed and design criteria are met. Co-located whenever design activities are being performed, including preconstruction development phase design and design activities related to field design changes. Must be a direct, full-time employee of the Lead Designer (unless otherwise approved by ALDOT).</p> <p>Must possess a minimum of 10 years of experience in managing design for large bridge projects in a marine environment of similar scope, nature, and complexity as the Project. Must have design manager experience on at least one design-build project with a construction cost of \$200 million or greater.</p> <p>Must be a Professional Engineer as of DBA execution.</p>
Construction Manager	<p>Responsible for ensuring that the Project is constructed in accordance with the Project requirements. Assigned to the Project full-time and co-located/on-site until final acceptance. Must be a direct, full-time employee of the Proposer, a Principal Participant or the Lead Contractor.</p> <p>Must possess a minimum of 10 years of recent experience managing construction of large bridge projects in a marine environment of similar scope, nature, and complexity as the Project, including experience with large design-build projects and experience coordinating with relevant regulatory agencies.</p>
Lead Roadway Engineer	<p>Will be the engineer of record for and will oversee roadway design and will report to the Design Manager. Must have at least 10 years of recent experience with transportation for projects with similar scope and complexity having reached substantial completion. May be employed by the lead engineering firm or a dedicated sub-consultant. Must co-locate until ALDOT accepts roadway plans to be released for construction.</p> <p>Must be a Professional Engineer as of DBA execution.</p>
Lead Bridge Engineer	<p>Will be the engineer of record for and will oversee structural design and will report to the Design Manager. Must have at least 15 years of experience with bridge projects of similar scope and complexity, having reached substantial completion. Must co-locate until ALDOT accepts bridge plans to be released for construction.</p> <p>Must be a Professional Engineer as of DBA execution.</p>

<b>Key Personnel Position</b>	<b>Minimum Qualifications and Experience</b>
Lead MOT Engineer	<p>Responsible for ensuring the maintenance of traffic (“MOT”) plans are prepared in accordance with the design criteria. Will work with the Design Manager to coordinate with ALDOT, Design-Builder, and appropriate Governmental Authorities. Must have at least 10 years of recent experience overseeing the development of MOT plans during the design and construction phase of highway projects similar in size and scope as the Project. Must co-locate until ALDOT accepts MOT plans to be released for construction.</p> <p>Must be a Professional Engineer as of DBA execution.</p>
Lead Geotechnical Engineer	<p>Responsible for overseeing the geotechnical exploration and design for the overall Project and will report to the Design Manager. May be employed by the lead engineering firm or a dedicated sub-consultant. Must have at least 10 years of recent experience with bridge foundation design, and retaining walls for projects with similar in size and scope as the Project.</p> <p>Must be a Professional Engineer as of DBA execution.</p>
Roadway Construction Lead	<p>Responsible for overseeing the roadway construction for the Project. Reports to the Construction Manager. Assigned to the Project full-time and co-located/on-site until final acceptance. Has at least 10 years of recent experience in a similar role for projects similar in size and scope as the Project.</p>
Bridge Construction Lead	<p>Responsible for overseeing bridge construction for the Project. Reports to the Construction Manager. Assigned to the Project full-time and co-located/on-site until final acceptance. Has at least 15 years of recent experience in a similar role for projects similar in size and scope as the Project having reached substantial completion.</p>
Lead Demolition Manager	<p>Responsible for development of plans, processes and construction operation for the demolition of existing Bayway bridge. Reports directly to the Project Manager. Must have: (i) a minimum of 7 years of experience in the demolition of bridges preferably in a marine environment with sensitive habitat, and (ii) experience in implementing environmental mitigation plans related to bridge demolition.</p>
Lead Coastal Engineer	<p>Will perform or directly oversee all coastal engineering work. Will sign or co-sign and stamp all coastal related design, analysis, issued for construction documents, as-built plans, and other related documents. Must have demonstrated experience with hydrodynamic modeling and evaluation. Must be a Professional Engineer as of DBA execution.</p>
Environmental Compliance Manager	<p>Responsible for ensuring compliance of all on-site activities with the requirements of all environmental permits and regulatory requirements. Reports directly to Project Manager. Independent of the lead contractor’s production team and has the authority to stop work. Must have experience successfully managing environmental compliance of bridge construction in a marine environment, including (i) developing and managing a storm water pollution protection plan, (ii) developing and managing a hazardous</p>

Key Personnel Position	Minimum Qualifications and Experience
Independent Quality Manager	<p>substance and petroleum products management plan; (iii) implementing environmental mitigation plans; (iv) providing environmental and personal protection training; and (v) monitoring compliance with environmental permits, such as Section 401, Section 404, and USCG permits.</p> <p>Responsible for management of the IQF's quality efforts and shall oversee the IQF's quality staff. Must be on-site full-time until substantial completion. Shall have the authority to stop construction work. Shall be an employee of the IQF and shall report jointly to the Project Manager and ALDOT. Must have experience in quality management including preparation and implementation of quality plans and procedures for construction of projects of similar magnitude.</p> <p>Must be a Professional Engineer as of DBA execution.</p>

#### 4.2 Additional Key Personnel

In the discretion of Proposer, the Technical Proposal may include a completed Form N-3 for each individual that Proposer suggests participating in the Project as Additional Key Personnel, with a total of up to five Additional Key Personnel. As more specifically prescribed on Form N-3, provide a brief explanation as to why the suggested Additional Key Personnel position is important to the Project.

Additional Key Personnel will be subject to the same requirements for replacement as described above in Section 4.1 for Key Personnel included in the table.

#### 4.3 Additional Personnel

The Proposer shall include a completed Form N-4 for each of the roles listed below. Such individuals will be evaluated by ALDOT as part of the Proposer's Proposal. While the Proposer will not be subject to the same requirements for the replacement of Additional Personnel (other than the Civil Rights Compliance Manager) as described above in Section 4.1 for Key Personnel, ALDOT nonetheless expects that individuals proposed for replacement of any Additional Personnel shall have qualifications and experience equal to or better than the personnel being replaced.

Additional Personnel Position	Minimum Qualifications and Experience
Construction Manager, Foundations	<p>Reports to Construction Manager. Shall coordinate and lead Design-Builder's operations in foundation construction. Must have 10 years of experience on projects with similar hydraulic conditions as may be encountered on the Project site. Shall be co-located/on-site until substructure construction is complete.</p>

<b>Additional Personnel Position</b>	<b>Minimum Qualifications and Experience</b>
Utility Coordinator	Responsible for leading utility coordination efforts. Assigned to the Project full time and co-located/on-site until completion of utility agreements. Must have decision making authority regarding utility issues that affect the Project schedule. Shall be authorized by the Design-Builder to approve all financial and technical modifications associated with utility adjustments and modifications to the utility agreements. The Utility Manager may be employed by a subcontractor (at any tier) or to the Design-Builder. Has at least 7 years of recent experience in a similar role for transportation projects similar in size and scope as the Project.
Quality Manager	Responsible for managing the quality control of the design and construction work for the project, implementing quality planning and training, and managing the team's quality management processes. Reports directly to the Project Manager. Is independent of Design-Builder's production team and has the authority to stop work. Shall be co-located and on-site until final acceptance.  Has at least 10 years of recent experience overseeing quality programs for projects similar in size and scope as the Project.
Safety Manager	Responsible for carrying out the Design-Builder's safety plan and all safety-related activities, including training and enforcement of safety operations. Must be co-located/on-site from beginning of construction activities through final acceptance. Must have project safety experience with over-water construction. May be an employee of Design-Builder or an independent firm working for the Design-Builder. Must be designated as a Construction Health and Safety Technician by the Board of Certified Safety Professionals, must have completed the OSHA 30-hour Construction Safety and Health Course, must have completed training and current certification for CPR and first aid, and must have current certification for having completed training for flaggers in the work zone and work zone traffic control, or be able and commit to obtain such designation and certifications and complete such training before contract execution.  Reports directly to the Project Manager and has the authority to stop work.
Civil Rights Compliance Manager	Shall be responsible for the day-to-day operational components of and serve as the primary contact to ALDOT for all matters and requirements concerning Civil Rights Requirements. Shall be an employee or subconsultant of the Design-Builder and report directly to the Project Manager.

## **5.0 Project Approach**

### **5.1 General**

Separately, for each of the Preconstruction Phase and the Construction Phase, describe the Proposer's approach to deliver the work described in Exhibit B and the DBA Term Sheet. The narrative for each phase shall:

- (a) Demonstrate the Proposer's understanding of the Project goals set forth in Section 1.3 and describe the proposed approach to helping ALDOT achieve the Project goals;
- (b) Describe the Proposer's approach to coordination and communications with ALDOT and ALDOT's advisors in connection with the Project;
- (c) Describe the Proposer's approach to completing the scope of work;
- (d) Explain how the Proposer will engage Key Personnel and other resources;
- (e) Describe the Proposer's approach to supporting ALDOT in working with Stakeholders, such as regulatory agencies, and other third parties, such as utilities and waterway user groups;
- (f) Summarize the Proposer's approach to scheduling, quality and risk management for all phases of the work, which should include:
  - (i) descriptions of managing design quality, including reporting relationships and responsibilities, implementation of ALDOT oversight, documentation, and correction of design deficiencies; and
  - (ii) descriptions of the Proposer's construction quality management approach, including quality control, documentation of construction deficiencies and non-compliance, incorporation of the IQF's quality acceptance testing, coordination with ALDOT owner verification processes and oversight, and conformance with federal oversight requirements; and
- (g) Describe any Innovations that the Proposer recommends that will also help ALDOT achieve all Project goals.

### **5.2 Preconstruction Phase Approach**

In addition to the requirements set forth in Section 5.1, the narrative for the Preconstruction Phase Project Approach shall describe the Proposer's approach to:

- (a) Development and delivery of design, including collaboration with ALDOT and integration of related issues, such as right of way, permitting, and utilities;
- (b) Delivery and management of ROW acquisition support services if additional ROW is required based on the Proposer's design upon request by ALDOT;
- (c) Ensuring that ALDOT receives a fair price for construction, including a description of the major cost components (i.e., cost drivers) for the Project and the Proposer's approach to obtaining a fair price for these major cost drivers and minimizing cost escalation over the construction period and coordination with the Independent Cost Estimating Firm;

(d) (i) Competitively soliciting subcontractor quotes and how subcontracting packages will be developed and advertised to the subcontracting community, (ii) obtaining reasonable proposals from qualified sub-consultants as needed, and (iii) openness and transparency in the subcontracting solicitation and selection process;

(e) Risk identification and mitigation during the Preconstruction Phase of the Project, identifying at least two key risks for this Project and proposing at least one mitigation strategy for each identified risk, to be performed during the Preconstruction Phase, to eliminate or minimize the impact of the risk to the Project; and

(f) Project Innovations and the potential impacts of the Innovations on risk.

### **5.3 Construction Phase Approach**

In addition to the requirements set forth in Section 5.1, the narrative for the Construction Phase Project Approach shall describe:

(a) The Proposer's overall construction management approach, including project controls methods and approach to quality assurance and control;

(b) The scope of work that the Proposer intends to self-perform and the scopes of work that the Proposer intends to subcontract, and the Proposer's approach to development of Work Packages (including early work packages) that would optimize project delivery;

(c) The Proposer's approaches to maintenance of traffic;

(d) The Proposer's approach to risk management during the Construction Phase of the Project, identifying at least two risks for this Project (which may be different from, or the same as, the Project risks identified in the Preconstruction Phase Project Approach) and proposing at least one mitigation strategy for each identified risk, to be performed during the Construction Phase, to eliminate or minimize the impact of the risk to the Project;

(e) Any Proposer Innovations and the potential impacts of the Innovations on risk mitigation, time, safety, costs, and quality; and

(f) The Proposer's approach to implementing extensive environmental mitigation requirements for a project in a marine environment with sensitive habitat, including design and construction of a marsh creation site as described in the Draft Mitigation Plan.

### **5.4 DBE Approach**

Provide a DPP using Form R that exhibits the Proposer's plan to meet or exceed the DBE Project Goal, along with a narrative statement summarizing the Proposer's approach (including, but not limited to, outreach events, de-bundling of scopes of work, mentoring or training programs, and minimizing contracting barriers for DBEs). The narrative should also comment on the success of meeting or exceeding DBE participation goals for similar, recent projects.



## **5.5 Safety Qualifications**

Provide a narrative statement on your team's approach to safety as well as safety statistics from similar, recent projects.

## **5.6 Forms**

Form N-1 is to be completed for seven reference projects. The Lead Contractor's qualifications and the Lead Designer's qualifications are to be demonstrated on at least two of the seven reference projects. The same reference project(s) may be used to demonstrate both the Lead Contractor's and the Lead Designer's qualifications. Two of the seven reference projects are to be specific to demonstrating the qualifications of the IQF.

Form N-2 is to be completed for each required Key Personnel.

Form N-3 may be completed for Additional Key Personnel at the option of the Proposer.

Form N-4 is to be completed for each required Additional Personnel.

Form R is to be completed for the Proposer's DPP.

## EXHIBIT E FINANCIAL INFORMATION INSTRUCTIONS

### 1.0 General Instructions

This Exhibit E describes the submission format for Financial Information and outlines the required information that will comprise the Financial Information for the Design-Build Agreement.

Each Proposer shall submit the information required by this Exhibit E in the organization and format specified herein, and it shall be clearly titled and identified.

### 2.0 Financial Statements and Credit Ratings

The Financial Information shall include financial statements for (i) the Financially Responsible Parties for the Proposer, and (ii) if the Proposer is not the Lead Contractor, also for the Financially Responsible Party for the Lead Contractor, for the three most recent completed fiscal years, provided consistent with the requirements below, to demonstrate financial capability.

Information for each Financially Responsible Party should be clearly separated within the relevant binder and include a cover sheet identifying the name of the organization and its role as a Principal Participant, the Lead Contractor or a parent company or affiliate of the Lead Contractor.

Financial statement information for each entity must include:

- (a) opinion letter (auditor's report);
- (b) balance sheet;
- (c) income statement;
- (d) statement of changes in cash flow; and
- (e) footnotes.

In addition, financial statements must meet the following requirements:

1. **GAAP** – Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("**U.S. GAAP**") or International Financial Reporting Standards ("**IFRS**"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS.
2. **U.S. Dollars** – Financial statements must be provided in U.S. dollars, if available. If financial statements are not readily available in U.S. dollars, the Proposer or Principal Participant must include summaries of the income statements and balance sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.

3. **Audited** – Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for a Financially Responsible Party, the Proposal shall include unaudited financial statements for such entity, certified as true, correct, and accurate by the chief financial officer (“**CFO**”) or treasurer of the entity.
4. **English** – Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information, including footnotes, must be provided with the original financial statement information.
5. **Newly Formed/Not Yet Formed Entity** – If a Financially Responsible Party is a newly formed entity or has not yet formed a legal entity and does not have independent financial statements, financial statements for each individual member of such entity shall be provided (and the Proposer shall expressly indicate which entities are newly formed or not yet formed, as applicable, and do not have independent financial statements for the three most recent completed fiscal years).
6. **SEC Filings** – If the team or any other entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10-K. For all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K that has been filed since the latest filed 10-K. Instead of providing hard copies of such forms, Proposers may submit digital copies of such information in a read-only format on a flash drive with each submission.
7. **Confidentiality** – The Proposer shall identify any information that it believes is entitled to confidentiality under the Alabama Open Records Act or other applicable law by placing the word “CONFIDENTIAL” on each page as described in ITP, Section 2.6.1.
8. **Credit Ratings** – Appropriate credit ratings must be supplied for each Financially Responsible Party to the extent such entities have credit ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity.

### **3.0 Material Changes in Financial Condition**

The Financial Information shall include information regarding any material changes in financial condition for each Financially Responsible Party providing financial statements for the past three years and anticipated for the next reporting period. If no material change has occurred and none is pending for such an entity, the Financially Responsible Party shall provide a letter from its CFO or treasurer so certifying.

Set forth below is a representative list of events intended to provide examples of what ALDOT considers a material change in financial condition. This list is intended to be indicative only.

At the discretion of ALDOT, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of

the Project development and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses, and the change in equity should be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

### **List of Representative Material Changes**

(a) An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;

(b) A change in tangible net worth of 10% of shareholder equity;

(c) A sale, merger, or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger, or acquisition that in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;

(d) A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;

(e) Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity that has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

(f) In the current and three most recent completed fiscal years, the affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs, or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity; or

(g) Other events known to the affected entity, a related business unit, or parent corporation of the affected entity that represents a material change in financial condition over the past three years or may be pending for the next reporting period.

### **4.0 Off-Balance Sheet Liabilities**

The Financial Information shall include a letter from the CFO or treasurer of the entity or the certified public accountant for each entity for which financial information is submitted, identifying as applicable

each off-balance sheet liability exceeding \$10 million and its associated dollar amount and providing explanation for off-balance sheet treatment.

## **5.0 Surety Letter**

The Financial Information shall include a letter from a surety company that meets the following requirements:

(a) The letter includes a statement that the Proposer is capable of obtaining a performance bond and payment bond for a minimum amount of \$1 billion each (corresponding to ALDOT's estimate of what would equal 100% of the costs under the Design-Build Agreement), and may not state that the Proposer has "unlimited" bonding/security capability;

(b) Such surety company is listed in the current United States Secretary of the Treasury, Fiscal Service, Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies;

(c) Such surety company is rated in the top two categories by two nationally recognized rating agencies or has at least an A minus (A-) or better and Financial Size Category of Class VIII or better rating by A.M. Best and Company, and evidence of the surety company's rating must be attached to the letter; and

(d) The letter must include a statement that the surety company has read the RFQ/RFP and has evaluated the backlog, current disputes (both litigation and non-litigation), and work-in-progress of the Proposer and relevant Component Firms in determining its bonding capacity.

Please note that the amount to be shown in the surety letter is based on ALDOT's current estimate of 100% of the costs for the full Project. If such estimates change, payment and performance bonding requirements may be subject to change. The actual payment and performance bonding requirements will be set forth in the DBA and will be subject to any requirements of ALDOT's financiers.

**EXHIBIT F  
REQUIRED FORMS**

**ALABAMA DEPARTMENT OF TRANSPORTATION  
I-10 BAYWAY DESIGN-BUILD PROJECT  
INSTRUCTIONS TO PROPOSERS — Form A**

**PROPOSAL LETTER**

PROPOSER: \_\_\_\_\_

Proposal Date: \_\_\_\_\_, 2023

Alabama Department of Transportation  
1701 I-65 West Service Rd. N.  
Mobile, Alabama 36618  
Attn: Edwin Perry III

The undersigned ("**Proposer**") submits this proposal (this "**Proposal**") in response to that certain Request for Qualifications and Proposals ("**RFQ/RFP**") issued by the Alabama Department of Transportation (ALDOT), dated September 2, 2022, as amended, to develop, design, and potentially construct the I-10 Bayway Design-Build Project (the "**Project**"), as more specifically described in the RFQ/RFP Documents. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ/RFP and the RFQ/RFP Documents.

In consideration for ALDOT supplying us, at our request, with the RFQ/RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertakes jointly and severally:

(1) To keep this Proposal open for acceptance initially for 120 days after the Proposal Due Date, and if the undersigned is notified within 60 days following the Proposal Due Date that it is the next best qualified Proposer, for the period until 150 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this Proposal is submitted, without first obtaining the prior written consent of ALDOT, in ALDOT's sole discretion; and

(2) If this Proposal is accepted, to provide security (including bonds and insurance) for the due performance of the Design-Build Agreement, as stipulated in the RFQ/RFP.

If selected by ALDOT as the best qualified Proposer, Proposer agrees to do the following or, if not the Design-Builder, to cause Design-Builder to do the following: (a) if requested by ALDOT in its sole discretion, enter into good faith negotiations with ALDOT regarding the terms of the Design-Build Agreement, in accordance with the requirements of the RFQ/RFP; (b) enter into the Design-Build Agreement without varying or amending the terms set forth in the DBA Term Sheet, except if requested by ALDOT, in its sole discretion, or as agreed by ALDOT, in its discretion, in connection with negotiation of any exceptions that Proposer has expressly identified in its Administrative Proposal; (c) satisfy all other conditions to award of the Design-Build Agreement; and (d) perform its obligations as set forth in the Instructions to Proposers (ITP), as amended, and the DBA Term Sheet, including compliance with all commitments contained in this Proposal.

The following individual is designated as the Proposer Point of Contact in accordance with Section 2.2 of the ITP: \_\_\_\_\_

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

- Administrative Proposal;
- Technical Proposal; and
- Financial Information.

Proposer acknowledges receipt of the following Addenda and sets of RFCs and responses:

*[List all Addenda by number and date issued.]*

*Responses issued [list dates on which ALDOT responded to Proposers' questions regarding the RFQ/RFP Documents or this procurement.]*

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFQ/RFP Documents, the Addenda (if any), and ALDOT responses to questions (as and when posed), and is satisfied that the RFQ/RFP Documents provide sufficient detail regarding the obligations to be performed by the Design-Builder 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 field investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified ALDOT of any deficiencies in or omissions from any RFQ/RFP Documents or other documents provided by ALDOT and of any unusual site conditions observed prior to the date hereof.

Proposer acknowledges the requirements of ITP Section 5.2.1(c) and hereby certifies that all Principal Participants and all Major Participants and their respective owners, officers, partners, directors, financial controllers, and employees meet such requirements as of the date of this Proposal.

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

Proposer understands that ALDOT is not bound to accept any Proposal that ALDOT may receive.

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

Proposer consents to ALDOT's disclosure of its Proposal pursuant the applicable provisions of law to any Persons in ALDOT's sole discretion after award of the Design-Build Agreement by ALDOT. Proposer acknowledges and agrees to the disclosure terms described in ITP Section 2.6. Proposer expressly waives any right to contest such disclosures as may exist under applicable law.

Proposer agrees that ALDOT will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Proposal.

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

Proposer's business address:

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(No.)	(Street)	(Floor or Suite)	
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

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State or Country of Incorporation/Formation/Organization: \_\_\_\_\_

*[Insert appropriate signature block.]*



Sample signature block:

*[Insert the Proposer's name]*

By: *[Insert member's name]*

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

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

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

*[Add additional signatures as appropriate]*

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

- A. Describe in detail the legal structure of the Proposer and Principal Participants.
1. If the Proposer and/or Principal Participant is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for each such 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.
  2. If the Proposer and/or Principal Participant 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 documentation (certificate of partnership for a partnership, articles of incorporation for a corporation, certificate of formation for a limited liability company or similar formation document) and organizational documentation for each such entity (partnership agreement for a partnership, 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.
  3. If the Proposer and/or Principal Participant 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 documentation (certificate of partnership for a partnership, articles of incorporation for a corporation, certificate of formation for a limited liability company or similar formation document) and organizational documentation for the Proposer and any Principal Participant (partnership agreement for a partnership, 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 this information will be provided prior to award, and with respect to a Proposer that is a joint venture and not yet formed, provide a draft joint venture agreement.
  4. If the Proposer and/or Principal Participant 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 formation documentation (certificate of formation for a limited liability company or similar formation document) and organizational documentation for each such entity (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.

Attach evidence to the Proposal and to each letter that the person signing has authority to do so.

- B. With respect to authorization of execution and delivery of the Proposal and validity thereof, the Proposer shall provide evidence in the form of a resolution of the entity or each joint venture member, if applicable, certified by an appropriate and authorized officer of such entity or joint

venture member, and the Proposal must be executed by all joint venture members, if the Proposer is a joint venture.

- C. If the Proposer is a joint venture, the Proposer joint venture agreement (or draft thereof) must include an express provision satisfactory to ALDOT, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, no joint venture member shall be entitled to stop, hinder, or delay work on the Project. Proposers should submit the applicable agreement to ALDOT and identify on a cover page where in the agreement the provision can be found. If the Proposer is not yet formed, provide a draft of the joint venture agreement and indicate where the provision is found.

**IDENTIFICATION OF PROPOSER AND PRINCIPAL PARTICIPANTS — Form B-1**

NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, e-mail)	ROLE IN ORGANIZATION	Alabama Contractor License and License Limit (if applicable)	Description of Work/Services To Be Performed By Entity

The above information is true, correct, and accurate.

*[Insert Proposer's name]*

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

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

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

**INFORMATION ABOUT PROPOSER ORGANIZATION — Form B-2**

- 1.0 Name of Proposer: \_\_\_\_\_
- 2.0 Type of entity: \_\_\_\_\_
- 3.0 Proposer's address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone

Email

- 4.0 How many years has the Proposer and each Principal Participant been in its current line of business, and how many years has each entity been in business under its present name?

Name	Years in business	Years under present name

- 5.0 Under what other or former names have the Proposer and Principal Participants operated?

Proposer: \_\_\_\_\_

\_\_\_\_\_:

\_\_\_\_\_:

\_\_\_\_\_:

\_\_\_\_\_:

- 6.0 List all Alabama professional licenses held by the Proposer and any Principal Participants. Attach copies of all Alabama licenses. Attach a separate sheet if necessary.

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7.0 The Proposal shall include the following information regarding the Surety(ies) committing to provide the bonds in accordance with the Design-Build Agreement:

(a) Name(s), address(es) and phone numbers of the Surety(ies) that will provide the above-referenced bonds (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best Company, Inc.), and the name(s), address(es) and phone number(s) of the designated agent(s).

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(b) Whether or not each listed Surety has defaulted on any obligation within the past 10 years, and, if so, a description of the circumstances and the outcome of such default.

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STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Each of the undersigned, being first duly sworn, deposes and says that \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) is/are the \_\_\_\_\_ of \_\_\_\_\_, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for  
said County and State

[Seal]

My commission expires: \_\_\_\_\_

**INFORMATION ABOUT MAJOR PARTICIPANTS AND THE INDEPENDENT  
QUALITY FIRM — Form B-3**

*[This form will be used to provide information about Major Participants (excluding Principal Participants) and the Independent Quality Firm that have been identified as of the Proposal Due Date.]*

Proposer Name \_\_\_\_\_

<b>Entity Name / Contact</b>	<b>Address of Head Office</b>	<b>Telephone / Email</b>	<b>Specialty / Assignment</b>

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants or Independent Quality Firms resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. The Proposer agrees that it will follow applicable Design-Build Agreement requirements with respect to subcontractors. Proposer further declares that it has carefully examined the RFQ/RFP Documents, including the DBE requirements for the Project, acknowledges the requirements thereof, and agrees that Proposer’s efforts to obtain participation by subcontractors can reasonably be expected to accomplish the DBE Project Goal for the Project once identified in accordance with the Design-Build Agreement.

The undersigned Proposer hereby certifies that all Major Participants that will be performing design or construction work and the Independent Quality Firm are currently prequalified with ALDOT.

The undersigned Proposer hereby certifies that the Independent Quality Firm listed above is not an Affiliate of the Proposer, any Principal Participant or any Major Participant listed above.

Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the in the Request for Qualifications and Proposals I-10 Mobile River Bridge Design-Build Project (“RFQ/RFP”) issued by the Alabama Department of Transportation (ALDOT), dated September 2, 2022, as amended.

I declare under penalty of perjury under the laws of the State of Alabama that the foregoing declaration is true and correct.

Executed: \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name printed)

\_\_\_\_\_  
(Title)



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(Proposer)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Each of the undersigned, being first duly sworn, deposes and says that \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) are the \_\_\_\_\_ of \_\_\_\_\_, the Proposer identified in the foregoing questionnaire, and that the answers to the foregoing questions and all other statements therein are true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for  
said County and State

[Seal]

My commission expires: \_\_\_\_\_

## RESPONSIBLE PROPOSER QUESTIONNAIRE — Form C

PROPOSER NAME: \_\_\_\_\_

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: \_\_\_\_\_

### 1. Questions

The Proposer/ Principal Participant/Major Participant shall respond either “yes” or “no” to each of the following questions. If the response is “yes” to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Proposer/Principal Participant/Major Participant/team member shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. For the Proposer, the term “**affiliate**” shall mean Design-Builder, any Principal Participant, or any entity which owns a substantial interest in or is owned in common ownership with the Proposer, Design-Builder or any Principal Participant, or any such entity in which the Proposer, Design-Builder or any Principal Participant owns a substantial interest. For all other entities providing this form, the term “**affiliate**” shall mean the entity signing the form, any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

Within the past 10 years, has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, debarred, removed, or otherwise prevented from bidding or proposing on or completing a federal, state, or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_ No \_\_\_\_

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_ No \_\_\_\_

- c) Had filed against it, him or her, any criminal complaint, indictment, or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_ No \_\_\_\_

d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes \_\_\_\_ No \_\_\_\_

e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Alabama governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Alabama law.

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_ No \_\_\_\_

f) Been found, adjudicated, or determined by any state court, state administrative agency, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_ No \_\_\_\_

g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_ No \_\_\_\_

h) Been assessed liquidated or other damages for failure to complete any contract on time?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_ No \_\_\_\_

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Alabama that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Organization)

*[Evidence of signature authorization for such individual attached]*

**NON-COLLUSION AFFIDAVIT — Form D**

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

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

- A. \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) are the \_\_\_\_\_ of \_\_\_\_\_, the entity making the foregoing Proposal.
  
- B. 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 a 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 ALDOT or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and further the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.
  
- C. The Proposer will not, directly or indirectly, divulge information or data regarding the terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the terms of any other Proposal, until after award of the Design-Build Agreement or rejection of all Proposals and cancellation of the RFQ/RFP.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, 2023.

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Notary Public in and for  
said County and State

[Seal]

My commission expires: \_\_\_\_\_

*[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the entity(ies) making the Proposal.]*

**CONFLICT OF INTEREST DISCLOSURE STATEMENT — Form E**

Proposer’s attention is directed to 23 CFR Part 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.

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 ALDOT in connection with the Project procurement and document preparation and the Design-Build Agreement.

**1. Pursuant to Section 636.116(2)(v)**

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer’s team (including the Proposer, Design-Builder, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFQ/RFP.

Proposer should disclose (a) any current contractual relationships with ALDOT, (b) any past, present, or planned contractual or employment relationships with any ALDOT officer or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any ALDOT officer or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the entities listed in Section 3.1 of the RFQ/RFP (each, an “RFQ/RFP Preparer”). Proposer should also disclose any past, present, or planned contractual relationships with an RFQ/RFP Preparer in the nature of a joint venture, as well as any past, present, or planned relationships wherein the RFQ/RFP Preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer’s team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

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**3. Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_, 2023  
Date

**DEBARMENT/SUSPENSION CERTIFICATION — Form F**

**Name of Proposer:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Complete one copy of form to cover all Principal Participants and Major Participants as identified on Forms B-1, B-2 and B-3 and all other Component Firm that are committed as of the Proposal Due Date.**

1. None of the Proposer, the Principal Participants, the Major Participants, and all other Component Firms that are committed as of the Proposal Due Date are currently debarred, suspended, disqualified, or is currently removed from bidding or performing work, voluntarily or involuntarily, for the State of Alabama, the federal government or more than three state governments.
  
2. None of the Proposer, the Principal Participants, the Major Participants, and all other Component Firms that are committed as of the Proposal Due Date have been debarred suspended, disqualified, or removed from bidding or performing work, voluntarily or involuntarily, the State of Alabama, the federal government or more than three state governments during the three-year period preceding the Proposal Due Date.
  
3. None of the Proposer, the Principal Participants, the Major Participants, and all other Component Firms that are committed as of the Proposal Due Date is subject to any proposed or pending debarment, suspension, or similar actions.

Proposer Certification:

I hereby certify that, to the best of my knowledge, the three above statements are valid, true, and represent a complete and accurate understanding of the condition of the firms represented and identified on Form B-1, Form B-2 and Form B-3 as a Principal Participant or Major Participant<sup>1</sup> and all other Component Firms that are committed as of the Proposal Due Date. It is understood and agreed upon that any false acknowledgement, misrepresentation, or inaccuracy may be cause for disqualification of the Proposer from the Procurement Process whether discovered during the Procurement Process or after the Design-Builder selection has been completed.

Proposer's Authorized Representative:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Title)

<sup>1</sup> Note: Firm includes any Affiliate.

**DBE CERTIFICATION — Form G**

**DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS**

*[To be executed by an individual authorized to sign on behalf of the Proposer.]*

**Certification**

Policy. It is the policy of ALDOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part under the Design-Build Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this RFQ/RFP and Design-Build Agreement.

DBE Obligation. The successful Design-Builder agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part under the Design-Build Agreement if selected as the Design-Builder. The Design-Builder shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contracts financed in whole or in part under the Design-Build Agreement.

Failure of the selected Design-Builder, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of the Design-Build Agreement shall constitute a breach of contract and may result in termination of the contract by ALDOT, or such other remedy may be undertaken by ALDOT as it deems appropriate.

\_\_\_\_\_  
*[Name]*

\_\_\_\_\_  
*[Title]*

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form H**

The undersigned certifies on behalf of \_\_\_\_\_ that:  
(Name of entity making certification)

*(Check one of the following boxes)*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*(Check one of the following boxes)*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it 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.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

If not Proposer, relationship to Proposer: \_\_\_\_\_

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 only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Principal Participants, Major Participants, and proposed subcontractors who have participated in a previous contract 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.

**CERTIFICATION REGARDING ALABAMA LAW — Form I**

**ALABAMA LAW CERTIFICATION**

*[To be executed separately by the Proposer, each Principal Participant, and each Major Participant. Duplicate form as needed.]*

The undersigned hereby certifies that, as of the Proposal Due Date and for the duration of the Design-Build Agreement:

A. The undersigned is authorized to provide the representations set forth in this Certificate on behalf of the entity set forth below.

B. It will not violate federal immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama, and, if it is found to be in violation of this paragraph A, it shall be deemed in breach hereunder and shall be responsible for all damages resulting therefrom.

C. The undersigned, for compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, specifically Section 31-13-9(k), Code of Alabama (1975), which requires the following clause in all contracts or agreements to which the state, a political subdivision or state-funded entity, provides the following assurance:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

D. In compliance with Act 2016-312, it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

*[Insert Entity name]*

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_.

**NOT USED — Form J**

**CERTIFICATION REGARDING BUY AMERICA — Form K**

**(To be signed by authorized signatory(ies) of Proposer)**

The undersigned certifies on behalf of itself and all proposed subcontractors (at all tiers) that the road building materials used in the Project will comply with Buy America standards .

- A. Proposer shall comply with the Federal Highway Administration (“**FHWA**”) Buy America Requirements of 23 CFR 635.410, as modified by the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58 (2021)), and subject to the Office of Management and Budget Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure (2022), which permits FHWA participation in the Design-Build Agreement only if domestic iron, steel, manufactured products and construction materials will be used on the Project. To be considered domestic, (i) all steel and iron used must be produced in the United States, and all manufacturing processes, including application of a coating, for iron and steel must occur in the United States; (ii) each manufactured product used is manufactured in the United States and the cost of the components of the manufactured product that are mined, produced or manufactured in the United States is greater than the requisite percentage applicable by law of the total cost of all components of the manufactured product; and (iii) all construction materials are manufactured in the United States, with all manufacturing processes occurring in the United States.
- B. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should the Design-Build Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.
- C. At Proposer’s request and cost, ALDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. In the event Proposer requests ALDOT to seek a waiver, the Proposer will provide ALDOT with the necessary information and sufficient documentation for the waiver request, all at the Proposer's cost. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by ALDOT.

<b>PROPOSER</b>	
<b>SIGNATURE</b>	
<b>NAME (printed or typed)</b>	
<b>TITLE</b>	
<b>DATE</b>	



**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING — Form L**

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), 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.

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity

*[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all joint venturers of the Proposer, if applicable, and all other Major Participants]*

**CERTIFICATION REGARDING INELIGIBLE CONTRACTORS—Form M**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS**

**FINANCED IN PART BY THE U.S. GOVERNMENT**

By signing and submitting this proposal, I \_\_\_\_\_ hereby certify on behalf of the Proposer \_\_\_\_\_ [insert Proposer Name] that the Proposer and any Principal Participants, Major Participants, and subcontractors, or any owner, officer, partner, director, or financial controller of such firms:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or from participation in the Project;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

I further certify that if the Proposer or any Principal Participant, Major Participant, or subcontractor was unable to certify to any of the statements in this certification, an explanation for the inability to certify the above statement is attached to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 *et seq.* (Administrative Remedies for False Claims and Statements) are applicable hereto.

Name of Proposer \_\_\_\_\_

Street Address of Proposer \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number of Proposer \_\_\_\_\_

Signature of Certifying Officer \_\_\_\_\_

Date \_\_\_\_\_

**Note:** The above certification merely certifies that a Proposer and its Principal Participants, Major Participants, and subcontractors, or any owner, officer, partner, director, or financial controller of such firms, are not declared by the federal government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the federal government or any of its agencies and that a Proposer and its Principal Participants, Major Participants, and subcontractors, or any owner, officer, partner, director, or financial controller of such firms have not been convicted of any civil or criminal matter related to stewardship of funds and property in the past three years.

The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

ALDOT may not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FHWA.

**PROPOSER EXPERIENCE— Form N-1**

Name of Proposer: \_\_\_\_\_

Name of Reference Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Delivery Method:  Design-Build  Progressive Design-Build  
 Design-Bid-Build  Other, describe:  
 P3

Project Cost in US Dollars: \_\_\_\_\_

Principal Participants, Major Participants, or IQF involved in reference project, their roles, and level of participation:

- 
- 

Key Personnel or Additional Key Personnel involved in reference project and their roles:

- 
- 

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Owner's Project Manager (name, email, phone)<sup>1</sup>: \_\_\_\_\_

Similarities to This Project: \_\_\_\_\_

<sup>1</sup> The Proposer has checked the validity of the provided contact information.

**KEY PERSONNEL EXPERIENCE— Form N-2**

Name of Proposer: \_\_\_\_\_

*Note: Provide a separate Form N-2 for each required Key Personnel.*

<b>Key Personnel Position</b>	<b>[Insert title here]</b>	<b>[Insert individual's name here]</b>
<b>Project Experience 1</b>	Project Name	
	Project Description	
	Position Title	
	Number of years serving in this position	
	Detailed description of project responsibilities for this position title	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
	Reference name, if applicable	
<b>Project Experience 2</b>	Project Name	
	Project Description	
	Position Title	
	Number of years serving in this position	
	Detailed description of project responsibilities for this position title	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
	Reference name, if applicable	
<b>Project Experience X</b>	<i>[Copy and paste as needed to demonstrate additional project experience]</i>	
<b>Summary of Experience</b>	Total number of years' experience in a position relevant to experience required for the Key Personnel Position	<i>[Insert cumulative total years of experience as demonstrated by the above experience that are applicable to the Key Personnel position.]</i>

Reference Information <sup>2</sup>	
Name	Information
<b>[Reference Name 1]</b>	Position/Agency
	Project(s)
	Phone
	Email
<b>[Reference Name 2]</b>	Position/Agency
	Project(s)
	Phone
	Email

---

<sup>2</sup> The Proposer has checked the validity of the provided contact information.

**ADDITIONAL KEY PERSONNEL EXPERIENCE— Form N-3**

Name of Proposer: \_\_\_\_\_

*Note: Provide a separate Form N-3 for each proposed Additional Key Personnel.*

<b>Additional Key Personnel Position</b>	<b>[Insert title here]</b>	<b>[Insert individual's name here]</b>
<b>Explanation regarding the importance of this position with respect to the Project</b>		
<b>Project Experience 1</b>	Project Name	
	Project Description	
	Position Title	
	Number of years serving in this position	
	Detailed description of project responsibilities for this position title	
	Reference name, if applicable	
<b>Project Experience 2</b>	Project Name	
	Project Description	
	Position Title	
	Number of years serving in this position	
	Detailed description of project responsibilities for this position title	
	Reference name, if applicable	
<b>Project Experience X</b>	<i>[Copy and paste as needed to demonstrate additional project experience]</i>	
<b>Summary of Experience</b>	Total number of years' experience in a position relevant to experience required for the Additional Key Personnel Position	<i>[Insert cumulative total years of experience as demonstrated by the above experience that are applicable to the Additional Key Personnel position.]</i>

Reference Information <sup>3</sup>	
Name	Information
<b><i>[Reference Name 1]</i></b>	Position/Agency
	Project(s)
	Phone
	Email
<b><i>[Reference Name 2]</i></b>	Position/Agency
	Project(s)
	Phone
	Email

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<sup>3</sup> The Proposer has checked the validity of the provided contact information.





**ADDITIONAL PERSONNEL EXPERIENCE— Form N-4**

Name of Proposer: \_\_\_\_\_

*Note: Provide a separate Form N-4 for each proposed Additional Personnel.*

<b>Additional Personnel Position</b>	<b>[Insert title here]</b>	<b>[Insert individual's name here]</b>
<b>Explanation regarding the importance of this position with respect to the Project</b>		
<b>Project Experience 1</b>	Project Name	
	Project Description	
	Position Title	
	Number of years serving in this position	
	Detailed description of project responsibilities for this position title	
	Reference name, if applicable	
<b>Project Experience 2</b>	Project Name	
	Project Description	
	Position Title	
	Number of years serving in this position	
	Detailed description of project responsibilities for this position title	
	Reference name, if applicable	
<b>Project Experience X</b>	<i>[Copy and paste as needed to demonstrate additional project experience]</i>	
<b>Summary of Experience</b>	Total number of years' experience in a position relevant to experience required for the Additional Personnel Position	<i>[Insert cumulative total years of experience as demonstrated by the above experience that are applicable to the Additional Personnel position.]</i>

**NOT USED –FORM O**

**PROPOSER REGISTRATION — FORM P**

INSTRUCTIONS:

1. Submit one PDF copy of Form P on behalf of the Proposer team in accordance with ITP Section 2.2 by email to ALDOT’s Authorized Representative.
2. All Principal Participants of a Proposer must be listed on this Form P. A Proposer may also, but need not, identify other Component Firms of the Proposer team. For each identified firm, identify their respective role(s) (e.g., Principal Participant, Lead Designer, etc.).
3. An authorized representative of the Proposer must sign this Form P.
4. This Form P must be submitted prior to the last date for Proposer registration set forth in ITP Section 1.5.

Name of Proposer: \_\_\_\_\_

Date: \_\_\_\_\_

Principal Participants of Proposer:

Firm Name	Role	Contact Information

The following individual is identified as the Proposer’s Procurement Point of Contact (PPC), authorized to submit this Form P on behalf of the Proposer team:

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

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

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

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

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

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

As Proposer’s PPC, I certify that the above information is true, correct, and accurate.

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

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

**RFC FORM — FORM Q**

**PROPOSER NAME:** \_\_\_\_\_

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

**PROPOSER PROCUREMENT POINT OF CONTACT:**

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

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

Email: \_\_\_\_\_

Comments Previously Submitted: [#] – [#]

No. <sup>1</sup>	Document <sup>2</sup>	Section <sup>2</sup>	Page <sup>2</sup>	Comment/Question <sup>3</sup>	Confidentiality <sup>4</sup>
1					
2					
3					

**INSTRUCTIONS:**

1. Sequentially number comments/questions across the Forms Q submitted by Proposer. Add additional lines as needed.
2. Identify the relevant RFQ/RFP Document and section and page number(s) or indicate that the comment/question is general in nature.
3. Do not identify the Proposer in the body of the comment/question.
4. If the Proposer believe the Comment/Question is confidential between ALDOT and the Proposer, describe the basis for the need for confidentiality. If ALDOT disagrees that a Comment/Question is confidential, it will notify the Proposer, who will be given the option to withdraw the Comment/Question. If ALDOT agrees that the Comment/Question relates to a confidential matter, the response will only be provided to the Proposer that initiated the Comment/Question.

**DBE PERFORMANCE PLAN — FORM R**

Name of Proposer: \_\_\_\_\_

**\* - For Calculation of Percent of Costs Payable Under the DBA, use ALDOT's estimated cost of \$1 Billion**

*Proposer may add additional rows or DBE Planned Work Areas as necessary*

DBE Planned Work Area	Scope of Work	DBE Firm Name (if committed)	Address (if committed)	Total Anticipated DBE Participation	Amount by Construction Year (CY)				
					CY1	CY2	CY3	CY4	CY5
Preconstruction (Design)									
	<b>Subtotal DBE Preconstruction (Design)</b>								
Construction Engineering / Inspection									
	<b>Subtotal DBE Construction Engineering / Inspection</b>								
Bridge and Roadway Construction									
	<b>Subtotal DBE Bridge and Roadway Construction</b>								
Utility Relocation									
	<b>Subtotal DBE Utility Relocation</b>								
Bridge Demolition									
	<b>Subtotal DBE Bridge Demolition</b>								
Other									

	<b>Subtotal DBE Other</b>								
<b>TOTAL DBE ANTICIPATED PARTICIPATION</b>									
<b>PERCENT OF COSTS PAYABLE UNDER THE DBA*</b>									

**VOLUME II**

**DBA Term Sheet**

[To be provided via addendum.]



## **VOLUME III**

### **Reference Documents**

All Reference Documents can be accessed via a link that will be sent after submitting the Bayway Reference Documents Request form found at the Design Build Projects section on ALDOT's website ([www.dot.state.al.us/business/DesignBuild.html](http://www.dot.state.al.us/business/DesignBuild.html)) and being approved. All Reference Documents are provided in good faith for information purposes only.

#### Index of Reference Documents

Items Available by February 16, 2023

#### **General**

1. Preliminary Utility Maps and related utility files
2. Preliminary ROW Map
3. Geotechnical Data Reports, Historic Information, and Load Test Program
4. Approved Draft EIS and SDEIS
5. Final EIS and ROD
6. Preliminary Hazardous Material Investigation Report
7. Wetland & SAV files
8. Storm Surge Impact Analysis Level 3 and Addendum
9. Aesthetic Guidelines
10. Survey Files
11. Reference Plans and Reference Plans Memo
12. Bayway Stormwater Technical Memorandum
13. Bayway Constructability Report
14. Drainage Inspection Reports
15. Historic Plans
16. Bridge B-1 Form
17. Traffic Signal Inventory Form
18. ASAP Guidance
19. Eastern Shore Easement Memo
20. Austal USA Parking Lease Agreement Memorandum

## 21. USCG General Construction Requirements Navigation Safety

Please be advised that the information provided in the Reference Documents may not reflect all recent changes or updates.