

# **Alabama Department of Transportation**

## **Request for Qualifications and Proposals**

### **West Alabama Highway Design-Build Project**

**RFQ/RFP issued December 17, 2021**

**Southern Section: CPMS No. 100074557**

**Northern Section: CPMS No. 100074558**

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## **EXHIBITS**

Exhibit A	Definitions and Acronyms
Exhibit B	Project Description 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 Identified Subcontractors
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	Disclosure Statement
Form K-1	Proposer Experience
Form K-2	Key Personnel Experience
Form K-3	Additional Key Personnel Experience
Form L	Price Information
Form M	Not Used
Form N	Proposer Registration
Form O	Request for Clarification Form

**INSTRUCTIONS TO PROPOSERS**  
**Request for Qualifications and Proposals**  
**West Alabama Highway 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 (subject to the terms of the DBA) construct the West Alabama Highway (the “**Project**”). The Project is anticipated to have two sections, a “**South Section**” beginning near the intersection of SR-5 and US-43 in Thomasville continuing north along US-43 bypassing Dixon Mills to the east, then continuing north along US-43 and ending approximately 1.5 miles South of SR-69 near Linden, and a “**North Section**” beginning approximately 1.75 miles north of the US-43/SR-69 intersection in Providence north along SR-69 to approximately 1.03 miles south of US-80 bypassing Gallion to the east, continuing north on SR-69 bypassing Greensboro to the west, continuing north on SR-69 bypassing Moundville to the east, and ending with connection to the existing 4-lane highway on SR-69 north of Moundville. Information regarding the Project is set forth in Exhibit B to this RFQ/RFP. Additional information may be obtained on ALDOT’s Alternative Delivery website, <https://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, 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. While the Project is expected to be awarded to a single Proposer, ALDOT may, in its discretion, execute separate Design-Build Agreements with two selected Proposers for the South Section and for the North Section, separately.

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:

- (a) **Volume I – this ITP (including exhibits and forms)**
- (b) **Volume II – the DBA Term Sheet<sup>1</sup>**
- (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 before the Proposal Due Date shown in Section 1.5. 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 of the recommended correction in writing in accordance with Section 2.3.

## **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 reducing the overall schedule for delivery of the Project;
- Complete usable segments for partial acceptance by ALDOT and open to traffic;
- Uphold the trust of Stakeholders and the public in delivering the Project;
- Deliver the Project within ALDOT's budget; and
- Complete the Project on or before December 31, 2027.

## **1.4 Project Description and Status**

The Project is anticipated to have a "South Section" and a "North Section" as further described below and in Exhibit B.

South Section. The South Section of the Project begins in Thomasville at the intersection of US 43 and SR 5. Existing US 43 will be widened from a two-lane roadway to a four-lane highway paralleling the existing road from the beginning of the project to just south of Dixons Mills. A four-lane divided bypass will be constructed east of Dixons Mills to minimize impacts to environmental constraints and will tie back into paralleling the existing US 43 alignment until connecting to the Linden Bypass just south of Linden.

Defined Usable Segments for the South Section are as follows:

- Segment 1 – Beginning of project at the intersection of US 43 and SR 5 in Thomasville to the south of Dixons Mills where the Dixons Mills bypass will begin.
- Segment 2 – The Dixons Mills bypass from where the project stops paralleling US 43 to where it ties back into US 43.

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<sup>1</sup> Note to Proposers: The DBA Term Sheet is expected to be provided via an addendum to this RFQ/RFP.

- Segment 3 – From north of the Dixons Mills bypass to the Linden Bypass.

North Section. The North Section of the Project begins just north of the Linden Bypass tie-in to SR 69. Existing SR 69 will be widened from a two-lane roadway to a four-lane highway paralleling the existing road from the beginning to where SR 69 enters Gallion just south of US 80. SR 69 will be realigned at the SR 69/US 80 intersection to align SR 69. North of US 80, the new roadway will again parallel existing SR 69 to south of Greensboro. A four-lane divided bypass will be constructed west of Greensboro to minimize impacts to environmental constraints. North of Greensboro, the project will tie back into SR 69 and again parallel the existing roadway until south of Moundville. A four-lane divided bypass will be constructed to the east of Moundville to minimize impacts to environmental constraints. The project will tie back into the existing four-lane highway north of Moundville where the project will end.

Defined Usable Segments for the North Section are as follows:

- Segment 4 – From north of the Linden Bypass to the SR 69 realignment (Gallion Bypass) south of US 80.
- Segment 5 – SR 69 realignment (Gallion Bypass) from south of US 80 to north of US 80.
- Segment 6 – From the SR 69 realignment (Gallion Bypass) north of US 80 to south of the Greensboro Bypass.
- Segment 7 – The Greensboro Bypass.
- Segment 8 – From north of the Greensboro Bypass to south of Moundville.
- Segment 9 – The Moundville Bypass.

Following execution of the DBA, ALDOT may authorize the Design-Builder under the Design-Build Agreement to proceed to the Preconstruction Phase, through issuance of an amendment and notice to proceed ("**Amendment/NTP**") establishing the compensation, 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 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, which work may be authorized through individual Work Packages based on a collaboratively developed phasing approach.

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.

Event	Date
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Issue RFQ/RFP	December 17, 2021
Project Industry Forum	January 5, 2022 (10:00 am – 12:00 pm) <i>Montgomery Performing Arts Centre at the Renaissance Montgomery Hotel; 201 Tallapoosa Street, Montgomery, Alabama</i>
Last date for Proposer team registration	February 11, 2022
Last date for Proposers to submit Requests for Clarifications (RFC)	April 1, 2022
One-on-one meetings with Proposers	April 12 - 21, 2022
Last date for issuance of Addenda and ALDOT responses to Proposer RFCs	May 6, 2022
<b>Proposal Due Date</b>	<b>May 20, 2022</b>
Notification of shortlist	May 27, 2022
Anticipated dates for interviews	June 7 - 9, 2022
Notification of selected Proposer(s)	June 24, 2022
Anticipated Notice to Proceed	August 23, 2022

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 3:00 pm Central Standard Time or Central Daylight Time, as applicable, on the date identified. 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 plan of finance for the Project contemplates that ALDOT will fund the design and construction of the Project using only State funds, specifically proceeds from bonds backed by funds associated with the Rebuild Alabama Act of 2019. Payments will be made by ALDOT in accordance with the Design-Build Agreement.

## 1.7 DBE and Local Contractor Participation Requirements

### 1.7.1 DBE Participation

It is ALDOT's policy that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 ("**DBEs**") shall have the maximum opportunity to participate in the performance of contracts. As required by the Rebuild Alabama Act, ALDOT shall apply DBE goals in the same manner and consistent with the requirements respecting DBEs of the Federal Highway Administration (FHWA) for road and bridge and other similar contracts funded by federal funds. Firms selected for work by ALDOT agree to ensure that DBEs have the maximum opportunity to participate in the performance of work associated with this Project. ALDOT expects that all necessary and reasonable steps be taken to ensure that DBEs have the maximum opportunity to perform contract work. Further detail concerning the Proposer's obligations in respect of

opportunities for DBEs in connection with the Project will be set forth in the DBA Term Sheet and Design-Build Agreement.

The current DBE goal methodology for fiscal years 2022 through 2024 can be found at <https://www.dot.state.al.us/programs/pdf/DBE/ProposedGoalMethodology.pdf>. The Design-Builder will be required to provide DBE commitments in the form required by ALDOT as DBE subcontractors are identified, in accordance with the Design-Build Agreement and the approved DBE Utilization Plan. Requirements for the DBE Utilization Plan and DBE compliance are set forth in the Design-Build Agreement.

### **1.7.2 Participation by Local Contractors**

ALDOT believes that infrastructure works are more effectively carried out through local contractors whose operations are based where the infrastructure is located. Some other advantages include rapid and less costly mobilization of services, engaging local labor, local procurement of materials and equipment, long-term working relationships with local agencies and stakeholders, and having the reputation of protecting the interests of local communities. The Proposer selected for Project by ALDOT will agree to ensure local contractors have the maximum opportunity to participate in the performance of work associated with this Project. ALDOT expects that all necessary and reasonable steps be taken to ensure that local contractors have the maximum opportunity to perform contract work.

## **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 of Alabama, 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 following evaluation of the Proposals., 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, best value, or both to ALDOT and to be in the best interest of the State of Alabama.

### **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**"):

Alabama Department of Transportation

1409 Coliseum Boulevard  
Montgomery, AL 36110  
Attn: David Welch  
Email: WAHProcurement@dot.state.al.us

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

Each Proposer team shall register with ALDOT by submitting Form N by email to ALDOT's Authorized Representative prior to the deadline established in the procurement schedule set forth in Section 1.5. Any change in a Proposer or Proposer team's organization after its registration is subject to Section 3.6. ALDOT reserves the right 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 3.6.

As part of Form N, each Proposer or Proposer team will identify a point of contact ("**Procurement Point of Contact**" or "**PPC**"). The PPC 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) After a Proposer's submission of its Form N, neither the Proposer nor any of its Component Firms may communicate with another Proposer or its Component Firms with regard to the Project, this RFQ/RFP, or any Proposal, except that subcontractors that are shared between two or more Proposers may communicate with the Component Firms of 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.

(b) 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 with regard to 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.

(c) 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;
- US Army Corps of Engineers;
- US Environmental Protection Agency;
- US Coast Guard;
- ALDOT;
- State of Alabama (including Governor's Office and State Legislators)
- Firms and Affiliates thereof listed in Section 3.1;
- Alabama Historical Commission;
- Alabama Department of Conservation and Natural Resources;
- Alabama Department of Environmental Management;
- Clarke County, Marengo County, Hale County and Tuscaloosa County;
- Municipalities/Cities of Thomasville, Dixons Mills, Wayne, Linden, Providence, Demopolis, Gallion, Prairieville, Greensboro, Havana and Moundville;
- All utility providers in the Project area including City of Thomasville Water and Sewer, Clark Mobile Counties Gas District, Uniti Fiber, South Marengo County Water and Fire Protection Authority, Pine Belt Communications, AT&T, Alabama Power, Black Warrior Electric, City of Linden Water and Sewer, Hale County Water, Mediacom, CenturyLink, Williams Natural Gas Pipelines, Kinder Morgan, Enterprise Products Partners (Dixie Pipeline), Hunt Refining Company, Colonial Pipeline, and American Midstream;
- All railroads in the Project area including Alabama Gulf Coast Railway, Meridian and Bigbee Railroad and Norfolk Southern Corporation; and
- Alabama-Tombigbee Regional Council.

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

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

## **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 written requests for clarification (“**RFCs**”) using Form O. ALDOT will consider RFCs in issuing any Addenda, if any, 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 RFCs if submitted by a registered Proposer through its PPC by email to ALDOT’s Authorized Representative in accordance with the requirements described below.

RFCs shall be submitted prior to the date 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.

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; *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.

## **2.6 Confidentiality/Public Information 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**”), Section 23-1-40, Code of Alabama (1975), 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 of Alabama upon their receipt by ALDOT

and will not be returned to the submitting parties. Except as provided by the Public Information Act and 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 of Alabama, 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 observers from 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. Observers 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**

Prior to finalizing teaming arrangements, Proposers are advised to carefully review 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). The Alabama Ethics Act may preclude certain firms and their entities 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 as a result of any ethics violation under the Alabama Ethics Act due to teaming arrangements.

The following firms and affiliates have known organizational conflicts of interests and are restricted from proposing or joining a Proposer:

- AECOM
- Mayer Brown LLP
- Maynard Cooper & Gale, P.C.
- Mott MacDonald
- Tam Consulting Services, Inc.
- Volkert, Inc.

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 law. 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 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 of Alabama, the federal government or more than three state governments or (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.

### **3.3 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 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](#).

### **3.4 ALDOT Prequalification**

All Major Participants responsible for construction services on the Project must be prequalified prior to the Proposal Due Date in accordance with ALDOT's prequalification process for transportation construction projects pursuant to the rules and regulation of the Alabama Department of Transportation and Section 23-1-56, Code of Alabama (1975). The Proposer is responsible for ensuring all Major Participants responsible for design and construction services on the Project 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.

### **3.5 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 of Alabama (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 of Alabama (including ALDOT) make representations and covenants regarding certain boycotting activities.

### **3.6 Changes in Proposer's Organization**

Except as provided in the Design-Build Agreement and in this [Section 3.6](#), Proposer's organization as identified in its Proposer registration ([Form N](#)) 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.

## **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 failure to provide all the information and all completed forms ([Exhibit F](#)) in the format specified or 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 all Principal Participants 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, conditions, 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 bound in one or more binders (or in the case of the Financial Information, 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).

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). Organizational charts, tables, and figures may be prepared using 9-point font size. The use of 11 by 17-inch foldouts for tables and organizational charts is acceptable in the main body of the Technical Proposal. Each 11 by 17-inch foldout will be considered one page. 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 the Authorized Representative 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 West Alabama Highway 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 West Alabama Highway Design-Build Project.” Each Proposer shall also provide one duplicate hardcopy of the Administrative Proposal, labeled “[Proposer Name]: Copy of Administrative Proposal for the West Alabama Highway Design-Build Project.”

Each Proposer shall also provide one electronic copy of the complete Administrative Proposal in PDF format on the USB flash drive. The 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) may be submitted in separate PDF(s) with appropriate file names to distinguish them from the PDF of the rest of the Administrative Proposal.

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 West Alabama Highway Design-Build Project.” Proposer shall also provide one duplicate hardcopy of the Technical Proposal, labeled “[Proposer Name]: Copy of Technical Proposal for the West Alabama Highway 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 Financial Information shall be submitted in two separate parts, enclosed in separate envelopes: (1) the Price Information ([Form L](#)); and (2) the Surety letter.

The envelope containing the Price Information shall be clearly labeled “[Proposer Name]: Financial Information/Price Information for the West Alabama Highway Design-Build Project.” One original hardcopy (stamped or otherwise labeled “original”) and one duplicate hardcopy shall be included in the Price Information envelope.

The Financial Information shall also contain a letter from a surety company that satisfies the requirements of [Exhibit F, Section 2.0](#). 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 West Alabama Highway Design-Build Project.”

Each Proposer shall also provide one electronic copy of each of the Price Information and the Surety letter in separate PDFs on the USB flash drive.

#### **4.4 Proposal Validity**

Proposals shall be valid for a period of 60 days after the Proposal Due Date.

If the next best Proposer is notified during the 60-day period that it is selected for negotiations, such Proposer shall be automatically deemed to have extended the validity of its Proposal for the period until 120 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 Not Used**

#### **4.6 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.

#### **4.7 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 upon delivery to ALDOT, and will not be returned to the Proposer.

#### **4.8 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 (Best Value Tradeoff Process)**

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;
- (5) Determination of the overall technical ranking of shortlisted Proposals, based on the combined Technical Proposal and interview scores;
- (6) Review of Price Information for reasonableness (which may include both quantitative and qualitative factors) of the Price Information relative to the technical ranking and scores of the shortlisted Proposals; and
- (7) Finally, ranking of the shortlisted Proposals by the qualifications and relative value they offer to the State, based on the tradeoff analysis, resulting in a determination as to the Proposal offering the best value.

## **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 of Alabama 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 are prequalified in accordance with Section 3.4 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 Financial Information's inclusion of a Surety letter responsive to all of the criteria set forth in Exhibit E, Section 2.0.

### **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 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

After completion of the pass/fail and responsiveness review, each 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	1	n/a
Table of Contents	1	n/a
Organization	2	5
Proposer Experience (excluding Forms)	5	25
Key Personnel Experience (excluding Forms)	5	25
Project Approach to Preconstruction Phase	5	20
Project Approach to Construction Phase	5	15
DBE Approach	0.5	5
Safety Qualifications	0.5	5
Forms	—	
Proposer Experience — Form K-1	10 (two pages per project)	
Key Personnel Experience — Form K-2	22 (two pages per Key Personnel)	(evaluated with above)
Additional Key Personnel Experience — Form K-3	optional, up to 10 (two pages per Additional Key Personnel)	
<b>Maximum Pages:</b> (cover page and section dividers are not included in page count)	<b>67</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.

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

The information provided in the Technical Proposal regarding the Principal and Major Participants' 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 take into account 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 extent to which the required Key Personnel meet or exceed minimum requirements for qualifications and experience;
- (b) The extent to which the required Key Personnel demonstrates experience successfully completing projects that had expansive clay soils; and
- (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 the Forms K, 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 take into account 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 scope of work in Exhibits B and D;
- (c) Demonstrates an efficient and effective plan for coordination and collaboration with ALDOT, ALDOT’s consultants, and Stakeholders in connection with the Project; and
- (d) Demonstrates an approach that effectively engages project personnel.

**5.3.5 DBE Approach**

Proposer’s commitment and apparent ability to meet or exceed the anticipated DBE participation goals.

**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. 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 seven (7) attendees to the interview. These seven must include Project Manager, Design Manager, and Construction Manager. Additional attendees must also be Key Personnel or Additional Key Personnel that will be working on the project full-time.

Interview Item	Approximate Time Allocation (minutes)	Maximum Points
Introductions	35	20
Presentation of Project Approach		
Case Study		
Proposer Team Review	20	20
Presentation of Case Study	15	
Questions and Answers	15	10
Closing	5	
<b>Approximate Total Time:</b>	<b>90</b>	
<b>Total Points Available:</b>		<b>50</b>

The format of the interview will be as follows:



- (a) Introductions
- (b) Presentation of Project Approach
- (c) Case Study:
  - (1) Proposer to work as a team on the case study; and
  - (2) Proposer to present solutions and findings to ALDOT interview panel.

Note: ALDOT's selection panel will be observing the Proposer team as it works together and collaborates on the case study.

- (d) Q&A with ALDOT's selection panel
- (e) Closing

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

- (f) Team technical expertise;
- (g) Team collaboration and cohesiveness;
- (h) Ability to problem solve;
- (i) Presentation of solutions; and
- (j) Ability to utilize the skills of all team members.

## **5.6 Review of Financial Information**

The Financial Information of each shortlisted Proposal will be reviewed as described below. The reasonableness of the Proposer's schedule of fully loaded hourly rates and proposed subcontract sums for the Preconstruction Phase provided in accordance with Exhibit E, Section 3.0 will be reviewed for consistency with market rates relative the services being provided. The Financial Information will not be scored separately in connection with the evaluation of Proposals.

## **5.7 Evaluation Criteria**

ALDOT will use a rating system to evaluate Technical Proposals and interview performance pursuant to the criteria in Sections 5.3, 5.5, and 5.6 above. Financial Information will not receive point scores but will be considered using a tradeoff analysis as described in Section 5.8 below).

## **5.8 Tradeoff Analysis**

After the interviews, ALDOT will rank the shortlisted Proposals based on the combined Technical Proposal and interview scores. Following such ranking, ALDOT will perform a fully integrated tradeoff analysis of the shortlisted Proposals, resulting in a ranking of the shortlisted Proposals in order of overall best value to the State. The highest ranked Proposal upon conclusion of the tradeoff analysis will be identified as the apparent best value Proposer for negotiation and finalization of the Design-Build Agreement as described in Section 6.0.

When determining which Proposal provides the best value to the State, the Technical Proposal and interview scores will have a substantially higher relative importance than the Price Information. In performing this tradeoff analysis, ALDOT will consider the facts and circumstances of the Project and Procurement Process and the evaluation factors set forth in this RFQ/RFP, including the evaluation criteria set forth above, the Proposer's exceptions to the DBA Term Sheet included in the Administrative Proposal, and the reasonableness of the Price Information, and will utilize its technical judgment and discretion in considering strengths, weaknesses, and deficiencies of each Proposal. Furthermore, in performing this tradeoff analysis, consistent with ALDOT's goal of encouraging participation by in-state/Alabama-based contractors and firms, substantial consideration will be given with respect to participation at the Proposer level of Alabama-Based Companies.

## **5.9 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 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 value 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 value 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 of Alabama for all members of Proposer's team that will transact business in the State, dated no earlier than the Proposal Due Date.

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

(c) Certificates of insurance accompanied by one or more committed letters from insurance brokers confirming that coverage will be placed in accordance with the DBA Term Sheet.

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 entities formed after submission of the Proposal, a copy of the entity's final organizational documents. 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 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.

(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 a Performance Bond and Payment Bond, each in the amount of \$693 million and in the forms provided by ALDOT during the Procurement Process, and a Retainage Bond in the form provided by ALDOT during the Procurement Process. 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 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 form thereof set forth in the RFQ/RFP, but excluding any changes or information reflected in the Proposal.

- (e) 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. 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 shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and 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 as soon as the basis for protest is known to the Proposer. 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 on 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 value 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;

(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; and
- (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.

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.

**“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 or any Principal 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; or (c) any Affiliate under part (1) of this definition.

**“Alabama-Based Company”** means any legal entity, organization or firm that (i) is organized in the State of Alabama, (ii) has its principal place of business located within the State of Alabama, or (iii) has maintained a permanent branch office within the State of Alabama for at least five continuous years and continues to maintain such branch office within the State of Alabama.

**“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.

**“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, and subcontractors that perform design or construction activities.

**“Construction Manager (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.

**“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.

**“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 with the lead responsibility for managing the design on the Project.

**“Designers”** means a 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 49 CFR Part 26. Businesses shall be listed in the Alabama Unified Certification Program, which is available on the ALDOT website.

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

**“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.

**“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 Designer”** means the Component Firm(s) 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 perform a minimum of 15% 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.

**“Post-Selection Deliverables”** has the meaning set forth in ITP Section 6.2.

**“Price Information”** means Form L and any attachments, providing price information as a component of the Financial Information.

**“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; and/or (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 (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.

**“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 2.4.

**“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 (including City of Thomasville Water and Sewer, Clark Mobile Counties Gas District, Uniti Fiber, South Marengo County Water and Fire Protection Authority, Pine Belt Communications, AT&T, Alabama Power, Black Warrior Electric, City of Linden Water and Sewer, Hale County Water, Mediacom, CenturyLink, Williams Natural Gas Pipelines, Kinder Morgan, Enterprise Products Partners (Dixie Pipeline), Hunt Refining Company, Colonial Pipeline, American Midstream); railroads in the Project area (including Alabama Gulf Coast Railway, Meridian and Bigbee Railroad and Norfolk Southern Corporation); adjacent landowners; municipalities of Thomasville, Dixons Mills, Wayne, Linden, Providence, Demopolis, Gallion, Prairieville, Greensboro, Havana and Moundville; counties of Clarke, Marengo, Hale and Tuscaloosa; and the Alabama-Tombigbee Regional Council; 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.

**“Usable Segment”** means a section of roadway open for traffic as described in the Project Description and Scope of Work.

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

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

**1.0 Project Description**

The primary goal of this project is to maintain a schedule that allows the project to be completed by December 31, 2027 and to stay within the budget as presented by ALDOT.

The Project is anticipated to have two sections, a "South Section" beginning near the intersection of SR-5 and US-43 in Thomasville continuing north along US-43 bypassing Dixon Mills to the east, then continuing north along US-43 and ending approximately 1.5 miles South of SR-69 near Linden, and a "North Section" beginning approximately 1.75 miles north of the US-43/SR-69 intersection in Providence north along SR-69 to approximately 1.03 miles south of US-80 bypassing Gallion to the east, continuing north on SR-69 bypassing Greensboro to the west, continuing north on SR-69 bypassing Moundville to the east, and ending with connection to existing 4-lane highway on SR-69 north of Moundville.

Anticipated Usable Segments are planned as outlined below:

<b>Section</b>	<b>Start</b>	<b>End</b>
1	Begin Project (Intersection of US 43 and SR 5 in Thomasville)	South of Dixons Mills Bypass
2	The Dixons Mills bypass from where the project stops paralleling US 43	Where the Project ties back into US 43
3	North of the Dixons Mills bypass	South of Linden Bypass
	Linden Bypass <b>(not a part of this project)</b>	
4	North of Linden Bypass	SR 69 realignment (Gallion Bypass) south of US 80 South End of US 80 Overpass
5	SR 69 realignment (Gallion Bypass) from south of US 80	North of US 80
6	SR 69 realignment (Gallion Bypass) north of US 80	South of the Greensboro Bypass
7	The Greensboro Bypass	
8	North of the Greensboro Bypass	South of Moundville
9	The Moundville Bypass	

ALDOT intends to procure a single Design-Builder under one or more Design-Build Agreements with two separately authorized phases as follows and as more fully described in Section 2.0 below:

1. Preconstruction Phase
2. Construction Phase

The Preconstruction Phase is anticipated to commence in the third quarter of 2022 and conclude concurrently with the Construction Phase. The Construction Phase, if authorized, would follow based on schedules to be developed during the course of the Project. Although the phases are generally consecutive, ALDOT may authorize certain elements of the Work to proceed early in order to optimize the overall schedule.

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

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. Work under the Design-Build Agreement will proceed as authorized by Amendments/NTPs issued by ALDOT as described in the Design-Build Agreement.

Immediately following execution of the Design-Build Agreement and issuance of an initial notice to proceed, the Design-Builder shall commence work for the Preconstruction Phase.

ALDOT may decline to issue an Amendment/NTP for 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.

### **2.1 Preconstruction Phase**

As more fully set forth in the DBA Term Sheet, ALDOT will either negotiate an Amendment/NTP to authorize the Design-Builder to proceed with work for the Preconstruction Phase, with agreed scope, schedule, and compensation terms, or will terminate the Design-Build Agreement.

The Design-Builder scope of work for the Preconstruction Phase is expected to include 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
  - Right of Way plans
  - Any remaining site investigations and surveys
- Preconstruction Services
  - Subcontractor bidding and selection
  - Cost estimation
  - Permitting
  - Construction schedule development

- Right of Way acquisition support upon request by ALDOT, including acquisition process management and negotiations, title services, and appraisal services
- Other third-party coordination for railroad and utilities (anticipated to be led by the Design-Builder under ALDOT oversight)
- Constructability reviews
- Procurement of long-lead items, as authorized by ALDOT
- Development of overall Guaranteed Maximum Price
- Development of work order(s) for individual work packages
- Risk register and mitigation plans
- Project management plan development
  - Management plan for Preconstruction Phase
  - Design standards
  - Preliminary construction management plan
  - QA/QC plan
  - Subcontracting plan
  - Estimating plan for GMP
- DBE outreach

The Design-Builder's compensation for the Preconstruction Phase will be at fully loaded hourly rates based on those submitted with Proposal, a reasonableness evaluation by ALDOT, reasonable and documented reimbursable expenses, and 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.

## **2.2 Construction Phase**

Authorization to proceed with any Construction Work will also require an Amendment/NTP in accordance with the Design-Build Agreement, which will be contingent on ALDOT and Design-Builder agreeing to a Guaranteed Maximum Price (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 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.
- Consideration and planning of the design and construction of the Usable Segments as outlined in Section 1.0 above.
- The Design Build Team may offer adjustments to the termini of the Usable Segments based on the following criteria:
  - Segments, other than bypasses as listed, must be at least 10 miles in length.
  - Plans submittal and construction packages shall not break in the middle of a Usable Segment. All plans shall consider the interface and transition between Usable Segments and the transitions back to the existing 2 lane roadways.

**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.

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-Build and Principal Participants, as well as other documentation required by Form B-2. If any modification to the organizational documents for such entity is contemplated prior to award or if Proposer intends to form an affiliated entity to be the Design-Build, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in the section entitled "Additional Information To Be Provided With Proposal Letter" of Form A) for such proposed entity.

**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 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 and Major Participants.

### **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 submit a DBE Utilization Plan and 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 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 and each Major Participant, certifying that Proposer 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 of Alabama can enjoy open trade.

### **1.2.8 Disclosure Form (Form J)**

The Administrative Proposal shall include Form J, executed by Proposer, all members or joint venture members of Proposer, and all of the other Major Participants, including Principal Participants, providing disclosure of certain matters required by Article 3B of Title 31 of the Code of Alabama (1975), including disclosure regarding paid consultants and/or lobbyists utilized in connection with the Proposal and this RFQ/RFP.

## **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 11" x 17" 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 all Principal and Major Participants and subcontractors responsible for all 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**

The Technical Proposal shall include, with respect to the Proposer and each Principal Participant and Major Participant (including the Lead Designer) that is proposed for the Project, evidence, in a narrative form, of each such firm's competency, capability, and capacity to deliver a transportation project of similar size, scope, and complexity under a progressive design-build delivery method. Describe how the experience of each such firm is relevant to the success of this Project.

Describe experience on relevant ALDOT road and bridge improvement projects and experience on projects that had expansive clay soils.

Describe any experience the firms have in identifying and incorporating innovative concepts into projects.

Describe successful, relevant experience of interactions between design, construction, and owner teams to deliver a project.

Do not include a narrative description for any firm that is not designated as a Principal Participant, Major Participant, or other lead firm.

### **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 K-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 10 years prior to the Proposal Due Date and must not be current employers of the relevant Key Personnel.

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.

<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.</p> <p>Must have a minimum of 15 years of recent experience managing the design and construction of major urban freeway systems, 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 design activities related to field design changes. Must be a direct, full-time employee of the Lead Designer.</p> <p>Must possess a minimum of 15 years of experience in managing design for multidisciplinary highway projects of similar scope, nature, and complexity as the Project.</p> <p>Must be a Licensed 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 substantial completion. Must be a direct, full-time employee of a Principal Participant.</p> <p>Must possess a minimum of 15 years of recent experience managing construction of major urban freeway systems of similar scope, nature, and complexity as the Project.</p>
Lead Roadway Engineer	<p>Will be the Engineer of Record (EOR) 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. Must co-locate until ALDOT accepts roadway plans to be released for construction.</p> <p>Must be a Licensed Professional Engineer as of DBA execution.</p>

<b>Key Personnel Position</b>	<b>Minimum Qualifications and Experience</b>
Lead Bridge Engineer	<p>Will be the Engineer of Record (EOR) for and will oversee structural design and will report to the Design Manager; should have at least 10 years of recent experience designing roadway bridges. Must co-locate until ALDOT accepts bridge plans to be released for construction.</p> <p>Must be a Licensed Professional Engineer as of DBA execution.</p>
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, D-B Contractor, and appropriate Governmental Entities. Must have at least 7 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.</p> <p>Must be a Licensed 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. Must have at least 10 years of recent experience with both roadway and bridge foundation design in expansive clay soils for elements of excavation, fill, slope stability and retaining walls for projects with similar in size and scope as the Project.</p> <p>Must be a Licensed 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 while roadway construction is underway. 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 while bridge construction is underway. Has at least 10 years of recent experience in a similar role for projects similar in size and scope as the Project.</p>
Utility Coordinator	<p>Responsible for coordination and communication with utility companies and overseeing the progress of design and construction of utility work. Has at least 7 years of recent experience in a similar role for projects similar in size and scope as the Project.</p>
Quality Manager	<p>Responsible for managing the quality control and quality assurance of the design and construction work for the project. Reports directly and jointly to ALDOT and the Project Manager. Has at least 10 years of recent experience overseeing quality programs for projects similar in size and scope as the Project.</p>

## **4.2 Additional Key Personnel**

In the discretion of Proposer, the Technical Proposal may include a completed Form K-2 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 K-2, provide a brief explanation as to why the suggested Additional Key Personnel position is important to the Project.

## **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, including opening Usable Sections to traffic early;
- (d) Explain how the Proposer will engage Key Personnel and other resources;
- (e) Describe the Proposer's approach to support ALDOT in working with Stakeholders, such as regulatory agencies, and other third parties, such as railroads and utilities; and
- (f) Summarize the Proposer's approach to scheduling and quality management for all phases of the Work.

### **5.2 Preconstruction Phase Approach**

In addition to the requirements set forth in Section 5.1, the narrative for the Preconstruction Phase Project Approach, including the information required pursuant to Section 5.1) 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, railroads, and utilities;
- (b) Delivery and management of Right of Way acquisition support services 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;
- (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 subconsultants 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, including the information required pursuant to Section 5.1) 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 to meet self-performance requirements 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; and

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

### **5.4 DBE Approach**

Describe your approach to meet or exceed the DBE participation goals described in the RFQ/RFP. 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**

Forms K-1 is to be completed for five reference projects. Form K-2 is completed for each required Key Personnel. Form K-3 may be completed for Additional Key Personnel at the option of the Proposer.

## **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. Each component of the Financial Information shall be clearly titled and identified.

Form L referenced herein is found in Exhibit E, unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

### **2.0 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 \$693 million each (corresponding to ALDOT's estimate of what would equal 100% of the construction 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 construction 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. To the extent that DBAs are awarded separately for the North Section and the South Section, payment and performance bonding requirements will be modified based on the work applicable to each such DBA.

### **3.0 Price Information (Form L)**

The Proposal shall include a copy of the Price Information (Form L) setting forth the Proposer's hourly rates anticipated to be applied for the Preconstruction Phase Work. Hourly rates shall be fully loaded, *i.e.*, fully inclusive of all administrative and overhead costs (whether directly attributable labor or otherwise)

and profit. (Note, however, that reasonable and documented reimbursable expenses will be payable by ALDOT separately from hourly rates, subject to applicable State law.) Subject to ALDOT's reasonableness evaluation, hourly rates submitted by the preferred Proposer will be used to establish the hourly labor rates for Preconstruction Phase Work under the Design-Build Agreement in addition to applicable State law and will not be adjusted or escalated over the course of the Project except as agreed by ALDOT thereunder.



**EXHIBIT F  
REQUIRED FORMS**

**ALABAMA DEPARTMENT OF TRANSPORTATION  
WEST ALABAMA HIGHWAY DESIGN-BUILD PROJECT  
INSTRUCTIONS TO PROPOSERS — Form A**

**PROPOSAL LETTER**

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

Proposal Date: \_\_\_\_\_, 2021

Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, AL 36110  
Attn: David Welch

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 December 17, 2021, as amended, to develop, design, and potentially construct the West Alabama Highway 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] *[if Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in words "jointly and severally" and delete the brackets; otherwise delete the entire phrase]:*

(1) To keep this Proposal open for acceptance initially for 60 days after the Proposal Due Date, and if the undersigned is notified within such 60-day period that it is the next best value Proposer, for an additional 60 days, 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 partnership/joint venture/limited liability company/consortium 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 value 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, including Proposal Security;
- Technical Proposal; and
- Financial Information.

Proposer acknowledges receipt of the following Addenda and sets of questions 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 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 2.7. 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)

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

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

*[Insert appropriate signature block from following pages.]*

1. Sample signature block for corporation or limited liability company:

*[Insert the Proposer's name]*

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

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

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

2. Sample signature block for partnership or joint venture:

*[Insert the Proposer's name]*

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

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

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

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

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

3. Sample signature block for attorney in fact:

*[Insert the Proposer's name]*

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

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

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

A. Describe in detail the legal structure of the Proposer/ Design-Builder and Principal Participants.

1. If the Proposer/Design-Builder/Principal Participant is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for Proposer/Design-Builder/Principal Participant and each corporation, in each case certified by an appropriate individual within each such entity. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
2. If the Proposer/Design-Builder/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 and organizational documentation for the Proposer/Design-Builder/Principal Participant (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture), in each case certified by an appropriate individual within each such entity. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
3. If the Proposer/Design-Builder/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 and organizational documentation for the Proposer/Design-Builder/Principal Participant (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture), in each case certified by an appropriate individual with each such entity. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
4. If the Proposer/Design-Builder/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 incorporation/formation and organizational documentation for the Proposer/Design-Builder/Principal Participant (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture), in each case certified by an appropriate individual within each such entity. If any entity is not yet formed, so state and indicate that this information will be provided prior to award.

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, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate and authorized officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate and authorized officer of each general partner. If the Proposer is a limited liability

company, such evidence shall be in the form of a limited liability company resolution and, if required by its operating agreement, a manager/managing member(s) resolution providing such authorization, certified by an appropriate and authorized officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate and authorized officer of such joint venture member. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.

- C. The Design-Builder partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, 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, partners or members, as applicable, no joint venture member, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to ALDOT and identify on a cover page where in the agreement the provision can be found. If the Design-Builder is not yet formed, provide draft organizational documents and indicate where the provision is found.

**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 \_\_\_\_\_, 2022.

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

[Seal]

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

**INFORMATION ABOUT MAJOR PARTICIPANTS — Form B-3**

*[This form will be used to provide information about Major Participants (excluding Principal Participants) 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 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 DBE participation goals 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 are currently prequalified with ALDOT.

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

Executed: \_\_\_\_\_, 2022.

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

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

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

\_\_\_\_\_  
(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 \_\_\_\_, 2022\_.

\_\_\_\_\_  
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/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/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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
(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 price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the 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 \_\_\_\_, 2022.

---

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.]*





**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 Form B.<sup>1</sup>**

1. None of the Proposer, the Principal Participants and the Major Participants<sup>1</sup> 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 and the Major Participants<sup>1</sup> 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, and the Major Participants have not, within a three-year period preceding the Proposal Due Date, been convicted of or had a civil judgement 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, state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. None of the Proposer, the Principal Participants, and the Major Participants 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 the preceding paragraph of this certification.
5. None of the Proposer, the Principal Participants, and the Major Participants have not, within a three-year period preceding the Proposal Due Date, had one or more public transactions (Federal, state or local) terminated for cause or default.
6. None of the Proposer, the Principal Participants, and the Major Participants 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 as a Principal Participant or Major Participant<sup>1</sup>. 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)

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

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

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

**DBE CERTIFICATION — Form G**

**DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS**

**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 submit a DBE Utilization Plan in accordance with the Design-Build Agreement (DBA) and 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, 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 and each Major Participant and proposed Subcontractor. 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 has knowledge of Act 2016-312.
- 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: \_\_\_\_\_



**DISCLOSURE STATEMENT — Form J**

[See attached State of Alabama Disclosure Statement; Required by Article 3B of Title 31, Code of Alabama (1975)]



# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Notary's Signature Date Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

**PROPOSER EXPERIENCE— Form K-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 or Major Participants  
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):

Similarities to This Project:

## KEY PERSONNEL EXPERIENCE— Form K-2

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

*Note: Provide a separate Form K-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>

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

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**Reference Information**

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

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

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

*Note: Provide a separate Form K-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 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**

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

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**Reference Information**

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Project(s)

Phone

Email

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**PRICE INFORMATION –FORM L**

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

Proposers shall include fully-loaded hourly rates for all appropriate personnel in Form L.

<b>Category of Personnel</b>	<b>Full-Loaded Hourly Rates</b>

**NOT USED — FORM M**

**PROPOSER REGISTRATION — FORM N**

INSTRUCTIONS:

1. Submit one PDF copy of Form N on behalf of the Proposer team in accordance with ITP Section 2.2 by email to ALDOT’s Authorized Representative.
2. All Principal Participants that will be Component Firms of Proposer in the Proposal must be listed on this Form N and their respective roles (e.g., Principal Participant, Lead Designer, etc.) identified.
3. An authorized representative of the Proposer must sign this Form N.
4. This Form N 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 N 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 O**

**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 O 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.

**VOLUME II**

**DBA Term Sheet**

[To be provided via addendum.]

## VOLUME III

### Reference Documents

An index of the Reference Documents Index of Reference Documents is set forth below. All Reference Documents can be accessed via the ALDOT Alternative Delivery WAH Project Webpage at the following link: <https://www.dot.state.al.us/business/DesignBuild.html>.

#### Index of Reference Documents

- a. Items Available December 17, 2021
  - i. Conceptual Plans
    - 1. Typical sections
    - 2. Conceptual horizontal and vertical alignments
    - 3. Edge of pavements
    - 4. Proposed ROW
    - 5. Cross Sections
    - 6. Public Involvement Maps
  - ii. List of known utilities and owners
  - iii. Lidar DTM surfaces
  - iv. Aerial photography
  - v. Existing plan information in corridor
  
- b. Items Available in the Future
  - i. 30% Plans
  - ii. Bridge TS&L
  - iii. Conceptual drainage
  - iv. Hydraulic information
  - v. USACE permit application
  - vi. Geotechnical borings
  - vii. Field survey information
    - 1. Topography
    - 2. DTM Surfaces
    - 3. Existing property
    - 4. Known utilities
  - viii. ROW Acquisition Map
  - ix. Tract Sketches and Deeds
  - x. ROW Agreements
  - xi. Utility Agreements obtained and lists of utility contacts