ARIZONA DEPARTMENT OF TRANSPORTATION

Alternative Delivery and Major Projects Division

PROGRESSIVE DESIGN-BUILD (PDB) PACKAGE

Request for Qualifications (RFQ)

for

089 CN 190 F0976 01C
089-X(XXX)X
ROUTE
LOCATION

SR-89A Repair and Restoration Project

November X, 2026

SAMPLE

Table of Contents

Public Notice Letter

1 Background 1
1.01 Purpose 1
1.02 Project Description 1
1.03 Project Status 1
1.04 Project Goals 2
1.05 ADOT Project Funding 2
1.06 Procuring Agency and Stakeholders 2
1.07 Role of ADOT 2
1.08 Design-Builder Responsibilities 3
1.09 Role of Independent Cost Estimator 4
1.10 Performance and Payment 4
2 Particular Requirements and Project Information 5
2.01 Federal Requirements 5
2.02 Disadvantaged Business Enterprises 6
2.03 Labor Policies 6
2.04 Indemnity, Bonds, and Insurance Requirements 7
2.05 Required Licenses 7
2.06 Prequalification 7
3 Procurement Process 9
3.01 Statutory Authority 9
3.02 Overview 9
3.03 Procurement Schedule 9
3.04 Questions and Requests for Clarifications 9
3.05 Addenda 10
3.06 Pre-Contractual Expenses 10
4 Statement of Qualifications Submittal Requirements 11
4.01 General Requirements 11
4.02 Format Requirements 11
4.03 Due Date, Time and Location 11
4.04 Statement of Qualification PDF Files 11
5 Statement of Qualifications - Contents 12
5.01 Technical Submission 12
5.02 Specific Rate Information 15
6 Evaluation Process 16
6.01 Responsiveness Review 16
6.02 Pass/Fail Evaluation 16

SAMPLE

6.03 SOQ Qualitative Evaluation Factors and Weightings 16
6.04 SOQ Evaluation Procedure 18
6.05 Selection Process 18
6.06 Changes in Respondent Organization and Key Personnel 18
7 Communication, Public Information and Organizational Conflicts of Interest 19
7.01 Improper Communications and Contacts 19
7.02 Public Records 20
7.03 Organizational Conflicts of Interest 21
8 Protest Procedures 23
8.01 Applicability 23
8.02 Deadlines for Protests 23
8.03 Content of Protest 23
8.04 Filing of Protest 23
8.05 Comments from Other Respondents 23
8.06 Burden of Proof 23
8.07 Decision on the Protest 24
8.08 Protester's Payment of Costs 24
8.09 Rights and Obligations of Respondents 24
9 Debriefing Meetings 25
10 ADOT's Reserved Rights 26

Exhibits

Exhibit 1 Abbreviations, Acronyms, and Definitions 28
Exhibit 2 Project Map and Description 32
Exhibit 3 Format and Organization of SOQ 34
Exhibit 4 Preferred Qualifications of Key Personnel 36
Exhibit 5 Forms 38

SAMPLE

ARIZONA DEPARTMENT OF TRANSPORTATION

ALTERNATIVE DELIVERY AND MAJOR PROJECTS DIVISION

PUBLIC NOTICE

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

F0976 01C

SR-89A REPAIR AND RESTORATION PROJECT

PROGRESSIVE DESIGN-BUILD AGREEMENT

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The Arizona Department of Transportation (ADOT) invites Statements of Qualifications (SOQs) from entities (Respondents) wishing to design and build the SR89A Repair and Restoration Project (the Project). ADOT is issuing this Request for Qualifications (RFQ) pursuant to its authority under Arizona Revised Statutes (ARS) Title 28, Chapter 22, Article 1 relating to Public-Private Partnerships (P3). ADOT plans to use the progressive design-build (PDB) delivery model. ADOT plans to select the most qualified Respondent to perform design and pre-construction services through the PDB agreement (Agreement). If the Department determines that the Design-Builder has been successful in meeting the goals of the project during the Pre-construction Phase, the Design-Builder may be given an opportunity to submit official bid(s) for construction of the Work (the Construction Phase).

To submit a SOQ, Respondents must have prequalification with ADOT for the Project. If the Respondent is a consortium, all members shall be prequalified with ADOT. A member's share of a consortium may not exceed its prequalification limit. Respondents that are not prequalified shall submit the prequalification application a minimum of ten calendar days prior to the submittal of a SOQ. Firms proposing as a joint venture shall submit their joint venture application a minimum of ten calendar days prior to the SOQ due date to Contracts and Specifications section. Respondents must receive prequalification approval prior to submitting an SOQ. Contractor prequalification information may be obtained through ADOT's Contracts and Specifications section.

Respondents are advised that, if awarded the Pre-construction Agreement for this Project, the firms and personnel providing professional services shall have, at the time of Pre-construction Agreement execution, the appropriate licenses in compliance with ARS Title 32, Chapter 1 - Architects, Assayers, Engineers, Geologists, Landscape Architects and Land Surveyors; and prior to executing a potential Construction Agreement, the Design-Builder shall have the appropriate licenses in compliance with ARS Title 32, Chapter 10 - Contractors. This requirement includes all commercial and professional registration requirements, including, but not limited to, those requirements of the Arizona State Corporation Commission, Arizona Registrar of Contractors, and Arizona Board of Technical Registration. It is the Respondent's responsibility to verify that all firms and personnel engaged on the Project either have or can obtain the appropriate Arizona licenses and/or registrations, and DBE certification, if applicable, by the time of respective agreement execution.

Licensing information is available from:

Arizona Registrar of Contractors
1700 W. Washington St. Suite 105
Phoenix, AZ 85007-2812
Phone: (602) 542-1525
Fax: (602) 542-1599

Arizona State Board of Technical Registration
1110 W. Washington Street, Suite 240
Phoenix, AZ 85007
Phone: (602) 364-4930
Fax: (602) 364-4931

All format requirements, submittal guidelines, instructions, and documentation submittal requirements contained in this RFQ package are for the Project and Project Number referenced. Submittals failing to follow the format, submittal guidelines, or any other instructions set forth in this RFQ may be rejected. Furthermore, without limiting Section 10, ADOT reserves the right to reject any and all submittals and cancel the advertisement, procurement, or negotiation of the Agreement at any time ADOT deems to be in the best interest of the State.

SOQs must be submitted to ADOT no later than 2:00 pm (Arizona Time) on December 11, 2026. SOQs must comply with the formatting and page limitations in Exhibit 3 of this RFQ.

SOQs and amendments to the SOQs received after the SOQ Due Date will be returned to the Respondent without review.

All Respondents can obtain the full content of this RFQ, RFQ Forms, Attachments, Appendices, and all Addenda at the Website: Alternative Delivery and Major Projects | Department of Transportation.

ADOT does not intend to conduct interviews.

ADOT intends to select the responsive and responsible Respondent with the highest score for Pre-construction Agreement award after scoring the SOQs as determined in Section 6.

Pricing information of any nature shall not be included with the SOQs, with the exception of Form SR.

The RFQ contains specific protocols relating to discussions and communications regarding this RFQ. Any violation of these provisions may result in immediate disqualification of a Respondent's SOQ.

Respondents must deliver written notification to ADOT of any apparent major inconsistencies, problems, or ambiguities in the RFQ in accordance with the instructions in Section 3.04. Such requests for clarification must be received by the deadline for Respondent questions stated in Section 3.03.

Respondents are responsible for all costs and expenses of any nature associated with responding to this RFQ, including attending briefing(s) and providing supplemental information. ADOT will not reimburse such costs in whole or in part in any circumstance.

"An Equal Employment Opportunity Agency"

ADOT is committed to the principles of Equal Employment Opportunity (EEO). To ensure dissemination of the EEO Program throughout all levels of ADOT, the ADOT civil rights deputy administrator serves as the EEO administrator for ADOT.

ADOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the applicable regulations, hereby notifies all Respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit an SOQ in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Respondents shall take necessary and reasonable steps to ensure that businesses owned and controlled by socially and economically disadvantaged individuals are provided with a fair opportunity to participate in this Project.

Respondents shall comply with all applicable State Executive Orders (EO), including without limitation, State EO No. 2009-9 and all other applicable laws concerning non-discrimination, including without limitation, the Americans with Disabilities Act. Respondents shall comply with all federal EOs, including without limitation, EO 11246 and all subsequent amendments thereto.

All labor employed in the Construction Phase of this Project shall be paid in accordance with the minimum wage rates shown in the Wage Determination at the time of acceptance of the Guaranteed Maximum Price (GMP) by ADOT. These rates have been determined in accordance with the requirements of the law and issued by the

SAMPLE

Secretary of Labor for this project. The wage scale is on file in ADOT's Contracts and Specifications section, and copies may be obtained at all reasonable times.

SAMPLE

1 BACKGROUND

1.01 Purpose

The purpose of the RFQ is to solicit information, in the form of SOQs, for a Pre-construction Agreement with the potential for continuing to a second agreement for construction of all or part of the work. The Department intends to select the responsive and responsible Respondent with the highest score for Agreement award after scoring the SOQs as determined in Section 6.

1.02 Project Description

SR89A in a state highway that runs from Prescott north to Flagstaff. The segment between Sedona and Flagstaff is notable for its scenic value as it winds through the Oak Creek Canyon and along the Pump House Wash. From October 30, 2026, through November 1, 2026, above average rainfall caused significant damage to the roadway and drainage system including:

- Rock Fall
- Large amounts of silt
- Large trees and other debris
- Slope Failure
- Pavement damage
- Blocked drainage culverts
- Guardrail damage

Following the storm, ADOT closed SR-89A between Sedona and Flagstaff (MP 375 to MP 398). On November 6, 2026, ADOT opened sections of the highway, however, the the highway remains closed between Slide Rock State Park (MP 381) and Oak Creek Vista (MP 390).

The Project includes the repair and restoration of the damaged roadway. See Exhibit 2 for more details.]

1.03 Project Status

The status of various aspects of the Project is described below. ADOT has provided on the Website Reference Information Documents (RIDs) containing background information on the Project. ADOT may continue to supplement the RIDs after the official publication of this RFQ. The RIDs are provided without representation or warranty from ADOT as to accuracy or completeness of the information and may not be relied upon. The RIDs will not be part of the Agreement, except where, if at all, expressly stated in the Agreement.

Environmental

[ADOT Environmental is producing an Environmental Document.]

Survey and Mapping

[Survey and mapping will be the responsibility of the Design-Builder.]

Geotechnical

[Geotechnical investigations will be the responsibility of the Design-Builder.]

Utilities

[APS is undertaking repairs to restore electric service. There is a potential waterline owned by the U.S. Forest Service that extends from the fishery to the campground.]

SAMPLE

Right-of-Way

[Forest Service and ADOT Easement. No acquisition or temporary easements are anticipated. ADOT approval is required for work, access, or staging outside existing right-of-way.]

Permits and Approvals

[ADOT is evaluating necessary permits and approvals.]

1.04 Project Goals

The Project will be procured and developed consistent with ADOT's mission and project goals. ADOT's mission is: "We provide highway infrastructure and transportation services."

ADOT's Project goals are:

(A) Make all necessary roadway repairs to reopen the roadway safely to traffic as soon as possible

1.05 ADOT Project Funding

ADOT has programmed a total of approximately [$15.0 million] for the Project. Any additional funding needed for the Project must be programmed and approved by the State Transportation Board in the Five-Year Transportation Facilities Construction Program.

1.06 Procuring Agency and Stakeholders

The Project will be procured and administered by ADOT, which possesses all decision-making authority with respect to the Project. The Federal Highway Administration (FHWA) is a key project stakeholder. Other project stakeholders include, but are not limited to, the United States Forest Service, City of Sedona, and Coconino County, as applicable.

1.07 Role of ADOT

ADOT, as the Project sponsor and lead agency in charge of overall program administration, is generally expected to be responsible for the following activities:

(A) Analysis, documentation, consultation, and other related regulatory actions under NEPA to be carried out pursuant to 23 United States Code ("U.S.C.") 327 Memorandum of Understanding;

(B) Providing certain information and data, including RIDs;

(C) Review and approval of Design-Builder Submittals, as applicable;

(D) Certifying Substantial Completion and Final Acceptance of the Project facility;

(E) Oversight of the Design-Builder's quality assurance ("QA") and quality control ("QC") program including any related owner acceptance tests;

(F) Incident response, including clearing travel lanes for safe operations;

(G) Oversight of maintenance during construction to be performed by the Design-Builder;

(H) Provide a facilitator that will lead the discussion regarding variances in the estimates between the Independent Cost Estimator ("ICE") and the Design-Builder;

(I) Coordination and provision of public information with third-party stakeholders and media relations/communications;

(J) Oversight and approval for relations with media, the public and public officials; and

(K) Other such roles and responsibilities relating to administering the Project at ADOT's sole discretion.

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ADOT may use consultants to fulfill the responsibilities stated in this Section 1.07.

1.08 Design-Builder Responsibilities

(A) Preconstruction Phase

During the Pre-construction Phase, the Design-Builder will be responsible for furnishing all labor, material, supplies, services, and support facilities for, among other functions, the following:

(1) Provide management and supporting staff that will work with the ADOT project team;

(2) Design the Project;

(3) Design quality and related QA and QC program;

(4) Coordination with Project stakeholders and utility owners;

(5) Obtaining environmental permits (other than the NEPA approval), other necessary governmental approvals, and utility permits and approvals;

(6) Additional environmental investigations, monitoring, and investigation associated with or resulting from the Design-Builder's activities;

(7) Build and maintain a schedule that includes pre-construction and construction activities;

(8) Preliminary and final engineering, such as surveys and geotechnical investigations;

(9) Producing milestone cost estimates and participating in an open-book review and reconciliation process with ADOT and the ICE; and

(10) Other responsibilities and obligations as may be specified in the Agreement.

(B) Construction Phase

During the Construction Phase, the Design-Builder will be responsible for furnishing all labor, material, supplies, equipment, services, and support facilities for, among other functions, the following:

(1) Construction of all Project components, as allowed within the Project budget;

(2) Management of construction of the Project;

(3) Certain Project-related public involvement activities, including providing information for traffic alerts and construction status;

(4) Coordination with Project stakeholders, other contractors, and utility owners;

(5) Construction quality and related QA and QC program;

(6) Maintain a schedule that includes construction activities;

(7) Environmental mitigation, as outlined in the approved project scope;

(8) Maintenance during construction and protection of traffic, as required;

(9) Project safety and security;

(10) Management and remediation of harmful and hazardous materials;

(11) Drainage and erosion control;

(12) Construction waste disposal and handling;

SAMPLE

(13) Required clearances, licenses, construction easements, and permits for Work, Work sites, storage areas, etc., both onsite and off-site;

(14) Ancillary works, such as temporary fencing, relocation of drainage, Work sites, and temporary works;

(15) Material location, acquisition, permits, and transportation;

(16) Utility coordination and relocation, and protection of existing utilities;

(17) Obtaining and complying with agreements with utility owners;

(18) Site clearance;

(19) Obtaining and maintaining insurance coverage as specified in the Agreement;

(20) Other responsibilities and obligations as may be specified in the Agreement.

1.09 Role of Independent Cost Estimator

ADOT could retain an independent cost estimator (ICE) that to provide an opinion of a comparative fair market price of construction and participate in cost reconciliation meetings with ADOT and the Design-Builder.

1.10 Performance and Payment

Payments for Pre-construction Services will be made monthly based on time and materials expended. Payments for Construction Services will be made monthly based on completion of Work. Detailed terms relating to payments will be set forth in the Agreement(s).

End Section

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2 PARTICULAR REQUIREMENTS AND PROJECT INFORMATION

2.01 Federal Requirements

Respondents are advised that federal funds will be used to fund all or a portion of the Project costs. Therefore, the procurement documents and any agreements thereunder must conform to requirements of applicable federal law, regulations, policies, and executive orders. These include EEO (Title VI of the Civil Rights Act of 1964, as amended), Disadvantaged Business Enterprises (Title 49 C.F.R. Part 26, as amended), Small Business requirements (15 U.S.C. §§ 631 *et seq*.), Buy America requirements (23 U.S.C. §313, 23 C.F.R. 635.410), EO 11246, and Davis-Bacon wage rates. Details as to the extent and applicability of federal requirements to the entire Project will be set forth in the Agreement. ADOT reserves the right to modify the procurement process described in this RFQ to address any concerns, conditions, or requirements of federal agencies, including FHWA.

(A) Non-Discrimination Assurances

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

For purposes of the foregoing paragraph, the term "Regulations" means:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

(2) 49 CFR Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation — Effectuation Of Title VI Of The Civil Rights Act Of 1964); and

(3) 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

(B) Equal Employment Opportunity

In connection with this procurement, the Design-Builder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. Respondents and Design-Builder shall take affirmative action to ensure that all applicants are treated during employment without regard to their race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. Such action shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; employment; job assignment; upgrading; demotion; transfer recruitment/recruitment advertising; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

Design-Builder will be required to comply with all applicable laws and requirements of the Agreements with respect to equal employment opportunity and non-discrimination on the Project.

(C) Immigration Law Compliance

The selected Design-Builder will warrant compliance with all federal immigration laws and regulations related to employees, as well as compliance with all applicable state laws and regulations including ARS § 41-4401 and ARS § 23-214(A).

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2.02 Disadvantaged Business Enterprises

ADOT has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 Code of Federal Regulation Part 26 (49 CFR Part 26), as revised by the USDOT DBE Interim Final Rule (IFR) issued October 3, 2025 (hereinafter referred to as IFR).

ADOT has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, ADOT has signed an assurance that it will comply with 49 CFR Part 26, as revised by the IFR.

It is the policy of ADOT to ensure that DBEs (hereinafter DBE or DBE firm), as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of ADOT:

(A) To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;

(B) To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;

(C) To ensure that the DBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;

(D) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;

(E) To help remove barriers to the participation of DBEs in USDOT-assisted contracts,

(F) To assist in the development of firms that can compete successfully in the market place outside the DBE program; and

(G) To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of ADOT to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. ADOT encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.03 Labor Policies

(A) Prevailing Wages

As the Project will be for a federal-aid project, federal prevailing wages will apply. The applicable prevailing wages will be specified in the Agreement.

(B) OJT Policy

ADOT created the On-the-Job Training (OJT) Program to fulfill the Training Special Provision requirements of federal-aid highway construction contracts included in 23 C.F.R. 230, Appendix B to Subpart A. Further, contracts for federal-aid projects are subject to federal OJT participation provisions as set forth under FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts. The purpose of the OJT Program is to address the underrepresentation of minority, female and veteran individuals in highway construction trades. The primary objective of the OJT Program is the training and upgrading of minorities, women, and veteran individuals on ADOT federal-aid contracts through completion of a required number of levels and hours of training within a year and eventual achievement of journey-level status. In meeting its objectives, the OJT Program shall not be used to discriminate against any training applicant, regardless of whether or not they are a member of a minority group.

By submitting an SOQ, Respondents acknowledge such requirements and commit to comply fully with the OJT Program provisions and federal OJT trainee participation goal.

OJT Participation Goal: The minimum contract-specified number of trainees and OJT hours to be completed will be specified in the Agreement.

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2.04 Indemnity, Bonds, and Insurance Requirements

(A) Indemnity

Once selected, the Design-Builder will be required to indemnify ADOT and others with respect to certain third-party claims arising out of the Agreement or Work. The indemnity provisions will be set forth in the Agreement.

(B) Bonds

Once selected, the Design-Builder will be required to furnish payment and performance bonds upon execution of the Construction Agreement or at such other time as ADOT designates in the Construction Agreement, each in the amount of $[GMP] million. In accordance with Section 2.06, Respondents will be required to be prequalified as necessary for the Project.

(C) Insurance

Prior to the execution of the Pre-construction Agreement, the Design-Builder shall be responsible for filing certificate or certificates of insurance evidencing insurance. Respondent shall provide insurance coverage for the following:

(1) General Liability Insurance;

(2) Comprehensive Automobile Liability Insurance;

(3) Workers' Compensation Insurance;

(4) Architects' and Engineers' Professional Liability insurance; and

(5) Valuable Papers insurance.

The insurer must be authorized to transact insurance in the State of Arizona pursuant to ARS, Title 20, Chapter 2, Article 1, or with a surplus lines insurer approved and identified by the Director of the Department of Insurance pursuant to ARS, Title 20, Chapter 2, Article 5. Additional insurance requirements and minimum coverage amounts are specified in the Agreement.

2.05 Required Licenses

Respondents are advised that, if awarded the Pre-construction Agreement for this Project, the firms and personnel providing professional services shall have, at the time of Pre-construction Agreement execution, the appropriate licenses in compliance with ARS Title 32, Chapter 1 - Architects, Assayers, Engineers, Geologists, Landscape Architects and Land Surveyors; and prior to executing a potential Construction Agreement, the Design-Builder shall have the appropriate licenses in compliance with ARS Title 32, Chapter 10 - Contractors. This requirement includes all commercial and professional registration requirements, including, but not limited to, those requirements of the Arizona State Corporation Commission, Arizona Registrar of Contractors, and Arizona Board of Technical Registration. It is the Respondent's responsibility to verify that all firms and personnel engaged on the Project either have or can obtain the appropriate Arizona licenses and/or registrations, and DBE certification, if applicable, by the time of respective agreement execution.

2.06 Prequalification

To submit an SOQ, Respondents must have prequalification with ADOT for the Project. If the Respondent is a consortium, all members shall be prequalified with ADOT. A member's share of a consortium may not exceed its prequalification limit. Respondents that are not prequalified shall submit the prequalification application a minimum of ten calendar days prior to the submittal of SOQ. Firms proposing as a joint venture shall submit their joint venture application a minimum of ten calendar days prior to the SOQ due date to ADOT's Contracts and Specifications section. Respondents must receive prequalification approval prior to submitting an SOQ. Contractor prequalification information may be obtained through ADOT's Contracts and Specifications section.

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1 **End Section**

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3 PROCUREMENT PROCESS

3.01 Statutory Authority

ADOT is issuing the RFQ in accordance with the provisions of ARS Title 28, Chapter 22, Article 1 (ARS §§ 28-7701 through §§ 28-7710) and other laws applicable to the Project.

ADOT's Office of P3 Initiatives has drafted P3 Program Guidelines to comply with the requirements of ARS Title 28, Chapter 22, Article 1 and to document a clear, consistent, efficient and transparent process for ADOT's interaction with the private sector related to its management of innovative project delivery contemplated by the governing statutes. These guidelines are for ADOT's use in consistently managing the Project development and procurement process, including Project solicitation, evaluation and award.

ADOT's goals and objectives in implementing the statutes referenced above are to accelerate and enhance the delivery of transportation projects benefiting the State and its citizens by utilizing the additional available project delivery methods described in the statutes.

3.02 Overview

ADOT will use a one-step process to select the Design-Builder. This RFQ solicits information in the form of SOQs from Respondents interested in providing the services for the Project. ADOT will evaluate the SOQs received in response to this RFQ in accordance with Section 6 and, based on these evaluations, ADOT will notify the highest-ranking Respondent and begin negotiations of the Pre-construction Agreement. It is anticipated that the successful Respondent will enter into the Pre-construction Agreement with ADOT with respect to the Project.

3.03 Procurement Schedule

ADOT anticipates the following dates as Project milestones relevant to procurement and award of the Pre-construction Agreement and commencement of Work. This schedule is subject to revision by Addenda.

Table 1: Procurement Schedule

No.	Activity	Date	Time Due
1.	Advertise RFQ	11/30/2026	N/A
2.	Deadline for Respondents to submit questions, comments, and clarification requests	12/4/2026	2:00 PM
3.	Deadline for ADOT responses to RFQ questions	12/7/2026	N/A
4.	SOQ Due Date	12/11/2026	2:00 PM
5.	Announce preferred Respondent	12/18/2026	N/A
6.	Construction Agreement Kick-off Meeting	12/21/2026 – 12/23/2026	N/A
7.	Execute Construction Agreement	12/29/2026	N/A

3.04 Questions and Requests for Clarifications

Respondents may submit comments, questions, and requests for clarification of the RFQ. Additionally, Respondents must advise ADOT of any inconsistencies, ambiguities, or problems with the RFQ. All comments, questions, notifications of issues, and requests for clarification must be:

(A) Submitted to the ADOT Procurement Manager set forth below;

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(B) Submitted on Form RFQ-C;

(C) Submitted via e-mail; and

(D) Received by the deadline listed in Section 3.03 for receipt of Respondents' RFQ questions:

Arizona Department of Transportation
Attention: Stephanie Brown
ADOT Procurement Manager
E-Mail: p3office@azdot.gov

No verbal comments, questions, or requests for clarification, including those communicated by phone, will be accepted or considered. No comments, questions, or requests for clarification to any other ADOT office, consultant or employee, or to FHWA, or other agency, will be accepted or considered (see Section 7).

ADOT will respond only to those comments, questions, and requests for clarifications that ADOT deems to be material and that are not adequately addressed in previously provided documents. ADOT will post the comments, questions, and requests for clarification along with its responses. ADOT may rephrase and consolidate comments, questions, and requests for clarification concerning the same or similar subject. ADOT will not post or respond to comments, questions, and requests for clarification that are deemed confidential or request confidential responses.

ADOT will post all responses to comments, questions, and requests for clarifications on the Website.

3.05 Addenda

ADOT reserves the right to revise this RFQ by issuing Addenda prior to the SOQ Due Date. ADOT will post Addenda on the Website. ADOT may extend the SOQ Due Date to enable Respondents to take an Addendum into account in its SOQ.

Respondents must monitor the Website for information concerning this procurement. Respondents responding to this RFQ must acknowledge in the Introductory Letter that they had access to and reviewed all materials posted on the Website. Failure by a Respondent to acknowledge, using Form A-1, that they have reviewed all materials and Addenda may result in the disqualification of the Respondent's SOQ.

Respondents must acknowledge receipt of Addenda in the Introductory Letter submitted with an SOQ.

3.06 Pre-Contractual Expenses

Respondents are solely responsible for all costs and expenses of any nature associated with responding to the RFQ, including attending briefing(s) and providing supplemental information. ADOT will not reimburse such costs in whole or in part under any circumstance.

End Section

SAMPLE

4 STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

This Section 4 describes requirements that all Respondents must satisfy in submitting SOQs. Failure to submit the SOQ as required in this RFQ may, in ADOT's sole discretion, result in rejection of the SOQ. SOQs are evaluated solely on qualifications and, therefore, the inclusion of cost, work hours, and/or plan-sheet estimates in the SOQ is not permitted, with the exception of Form SR.

4.01 General Requirements

Exhibit 5 contains the required forms that Respondents must submit with the SOQ. Any material modification to the forms by a Respondent may result in the SOQ being deemed non-responsive and ineligible for consideration. If a Respondent submits information in its SOQ that it believes to be protected under the ARS § 28-7707 and/or under ARS Title 39, Chapter 1, Article 2, and that it wishes to protect from disclosure, then the Respondent shall mark such information as provided in Section 7.02.

4.02 Format Requirements

SOQs shall adhere to the format requirements regarding organization, pages, page format, and other general format requirements set forth in Section 4.04 and Exhibit 3 of this RFQ. ADOT shall have no obligation to review any information or materials beyond such limitations or requirements.

4.03 Due Date, Time and Location

All SOQs must be **received** no later than **2:00 p.m. (Arizona Time)** on the SOQ Due Date. All SOQs shall be delivered via email to the following address:

Arizona Department of Transportation
Attention: Stephanie Brown
ADOT Procurement Manager
E-Mail: p3office@azdot.gov

ADOT will acknowledge receipt of each SOQ by issuing an email response stating the date and time the SOQ is received. Any SOQ submitted after the deadline set forth herein will be rejected without opening, consideration, or evaluation and will be returned to the sender.

4.04 Statement of Qualification PDF Files

Each SOQ shall be organized as described in Section 5.

Additional organization and formatting requirements for the SOQ submittal can be found in Exhibit 3 of this RFQ.

End Section

SAMPLE

5 STATEMENT OF QUALIFICATIONS - CONTENTS

The contents in the SOQ shall include the items described in this Section 5, organized as shown in Exhibit 3, Table 3-1. The Respondent shall provide brief, concise information that addresses the requirements of the Project consistent with the evaluation criteria described in Section 6.

The terms consortium, partnership, and joint venture are used throughout this RFQ. These terms should be construed to encompass any sort of entity consisting of multiple members and/or equity partners, including, for example, limited liability companies (LLCs), limited liability partnerships (LLPs), joint ventures, and other forms of organization.

5.01 Technical Submission

ADOT's objective in requesting the information in this Section 5.01 is to identify Respondents whose members and Key Personnel possess the technical qualifications, experience, capability, and capacity to design and build the Project successfully.

The SOQ shall contain the following sections.

(A) Executive Summary

The Executive Summary shall:

(1) Not exceed one page;

(2) Be written in a non-technical style; and

(3) Contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Respondent's SOQ and Respondent's ability to satisfy the technical requirements of the Project.

The Executive Summary does not count towards the technical information page limit described in Exhibit 3.

(B) Respondent Experience and Past Performance

The SOQ shall contain the following items documenting the Respondent's experience and past performance:

(1) Narrative Descriptions of Projects

The SOQ shall include a narrative description for each project listed in Forms E-1 and E-2. Project descriptions shall comply with the page limitation in Exhibit 3 and include the following information:

(a) Description of how the work experience on the project demonstrates the Respondent's experience and capabilities, considering the evaluation criteria set forth in Section 6.03(A) (1), (2), or (4), as applicable;

(b) Techniques used to achieve the owner's price and schedule objectives;

(c) Techniques used to avoid delays and minimize claims; and

(d) Initial scheduled completion date and actual completion date for design and construction of the project. Include the amount of schedule delay or savings, and an explanation of the causes for the delay or savings.

(2) Narrative of Relevant Experience

The SOQ shall contain a narrative that summarizes the Respondent's relevant experience in the areas listed below, drawing on examples from the projects identified in Forms E-1 and E-2. If the Respondent does not have experience in an area listed below, so state. For each topic, the Respondent shall identify the member(s) (e.g., the entities

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comprising the Respondent or its intended Key Personnel) to which the relevant experience applies, and the projects (listed in Forms E-1 and E-2) on which the member(s) gained such experience. This narrative shall meet the page limitation defined in Exhibit 3. The response to this section should consider the evaluation criteria in Section 6.03(A) and provide relevant information not captured by Forms E-1 and E-2, such as:

(a) Highway construction, repair, slope stabilization, earthwork, drainage, pavement;

(b) Construction/reconstruction using innovative designs, methods, and materials;

(c) Integration of design and construction, and consideration of life cycle maintenance activities;

(d) Description of how, if at all, the Respondent's team member(s) have worked together in the past

(C) Respondent Organization and Key Personnel

(1) Narrative of Management Structure

Describe the Respondent's management structure, including coordination with constituent entities, allocation of roles and responsibilities within the Respondent's organizational structure, and how the Respondent will institutionally operate. Describe how the Respondent's management structure will facilitate completion of the Work.

(2) Organizational Charts

Provide an organizational chart(s) identifying individuals who are responsible for major Project functions, and their reporting relationships, in managing, designing and building the Project. The chart(s) must show the functional structure of the organization down to the design discipline leader or construction superintendent level and identify Key Personnel by name. Identify the critical support elements and relationships of project management, project administration, design management, construction management, cost estimating, quality control, safety, and management of maintenance during construction.

(3) Express Commitment Regarding Key Personnel

Provide an express, written statement committing that the Key Personnel designated in the SOQ for the positions or roles described in Exhibit 4 shall be available to serve the role identified for the Project. While ADOT recognizes personnel availability and scheduling issues impact the Respondents, Respondents are urged only to identify personnel that they believe will be available for and assigned to the Project for the positions identified. See Section 6.06 regarding requirements for ADOT's written consent to changes in the Key Personnel. Precise procedures concerning such changes will be set forth in the Agreement.

(D) Project Understanding and Technical and Management Approach

Provide a narrative explanation of the Respondent's understanding of the Project and the PDB contracting model and the most important risks and challenges faced.

(1) Identify and describe, at a conceptual level, Respondent's understanding of the Project's critical technical issues and the approach to successful resolution of them. Include:

(a) Identify the most critical project-specific risks (real and perceived), probability of occurrence, and risk scale (high-med-low) and explain why each risk is critical, describe realistic mitigation strategies, and demonstrate understanding beyond standard/general risks (e.g., avoid generic risks such as weather unless project-specific).

(b) Draft schedule (bar chart) with major milestones and/or activities anticipated in the Pre-construction Phase and indicative of proposed sequencing of work during the

SAMPLE

Construction Phase. Include a narrative that describes key milestones and completion strategy, alignment with funding or phasing constraints (if applicable), and opportunities for early delivery or phased openings.

(2) Describe project-specific innovations that improve cost, schedule, delivery and user impact, are realistic and implementable (not scope reduction), and are supported by prior project examples (if available).

(3) Provide a brief narrative explaining Respondent's understanding of PDB process and practices. Focus on open-book estimating practices, integration and interaction with ADOT, communication protocols with ADOT and stakeholders, and examples of effective collaboration on past PDB/CMAR/DB projects.

(E) Appendix A: Supplemental Technical Forms

(1) Introductory Letter

Respondent shall complete and sign Form A-1 provided in Exhibit 5. The Introductory Letter shall include only that information identified in Form A-1. Respondent shall acknowledge any addenda issued as part of the RFQ on Form A-1.

(2) SOQ Certification

Respondent shall complete and sign Form A-2 provided in Exhibit 5.

(3) Confidential Content Index

The SOQ must include an executed Form A-3 by the Respondent that sets forth the specific items, including the section and page numbers within the SOQ where such items are located, that Respondent seeks to deem confidential, trade secret, or proprietary information protected by the Public Records Act or ARS § 28-7707. The index shall be consistent with and identify all the Respondent's designations of "TRADE SECRET" or "CONFIDENTIAL INFORMATION" pursuant to Section 7.02. Blanket designations that do not identify the specific information are not acceptable and may be cause for ADOT to treat the entire SOQ as public information.

The list required under this Section 5.01(E)(3) is intended to provide input to ADOT as to the confidential nature of a Respondent's SOQ, but in no event shall such list be binding on ADOT, determinative of any issue relating to confidentiality or a request for records under the Public Records Act or ARS § 28-7707, or override or modify the provisions of the Public Records Act, ARS § 28-7707 or ADOT's responsibilities thereunder.

If the SOQ contains no items that Respondent deems confidential, trade secret or proprietary information protected by the Public Records Act or ARS § 28-7707, the Form A-3 must state as such.

(4) Forms E-1 and E-2 – Relevant Experience Tables

The SOQ shall contain completed Forms E-1 and E-2, as follows:

(a) Form E-1: Relevant Construction Experience – Provide details for projects of similar size and complexity to the Project, in compliance with the requirements of Section 5.01(B)(2) and the instructions set forth in the notes in Form E-1, and considering the evaluation criteria set forth in Section 6.03(A)(1) for relevant construction experience.

(b) Form E-2: Relevant Design Experience – Provide details for projects of similar size and complexity to the Project in compliance with the requirements of Section 5.01(B)(2) and the instructions set forth in the notes in Form E-2, and considering the evaluation criteria set forth in Section 6.03(A)(2) for relevant design experience.

SAMPLE

See Section 6.03 for the meaning of projects of similar size and complexity to the Project.

(5) Respondent's Organization Information

The SOQ shall contain a completed Form L-1 providing the information required for each Team member.

(6) Safety Information

Include in the SOQ a completed Form S for each Respondent Member that will participate in construction of the Project.

(F) Appendix B: Form KP and Resumes

(1) Form KP – Proposed Key Personnel Information

The SOQ shall contain a completed Form KP providing the information required for each Key Personnel position, including three references.

(2) Key Personnel and Other Personnel Resumes

Provide separate resumes for all Key Personnel, as well as two other personnel (total of six) named in the organizational chart required under Section 5.01(C)(2). Resumes for Key Personnel shall be limited to two pages each and one page for all other individuals. Resumes will not be counted towards the overall SOQ page limit and must include the information relevant to the experience set forth in Exhibit 4.

Exhibit 4 provides a brief job description and duties of the Key Personnel who must be assigned to the Project.

5.02 Specific Rate Information

(A) Form SR

Include in a separate PDF submission a completed Form SR for Respondent. Form SR will not be scored or opened until after selection of the preferred Respondent. The purpose of Form SR is to expedite the development of the Pre-construction Phase Proposal by establishing the specific rates for the selected Design-Builder. Subcontractors who have previously been financially screened by the Department, and have an audited overhead rate, will use a cost plus fixed fee contract. The Design-Builder and all other subcontractors without previous financial screening or audited overhead rates will use the Specific Rates in Form SR.

End Section

SAMPLE

6 EVALUATION PROCESS

The objective of this RFQ process is to select a Respondent with the technical and management capability, capacity, and experience to successfully undertake and complete the Project. Accordingly, SOQs will be reviewed for responsiveness and evaluated against certain pass/fail criteria and qualitative evaluation factors, as described in this Section 6. The information provided in this Section 6 is intended to assist Respondents in organizing their structure and preparing their SOQs.

6.01 Responsiveness Review

Each SOQ will be reviewed for:

(A) The Respondent's responsiveness to the requirements set forth in this RFQ, including with respect to provisions of this RFQ that describe grounds for disqualification; and

(B) Conformance to the RFQ instructions regarding organization and format.

Any SOQs deemed not responsive to this RFQ may be excluded from further consideration and the Respondent will be so notified. ADOT may also exclude from consideration any Respondent whose SOQ contains a material misrepresentation or failure to fully disclose required information.

6.02 Pass/Fail Evaluation

Following, or in conjunction with, evaluation of each SOQ for responsiveness, ADOT will evaluate each SOQ against the pass/fail criteria described in this Section 6.02. A Respondent must achieve a "pass" on all pass/fail criteria for its SOQ to be evaluated qualitatively against the evaluation criteria described in Section 6.03. Any SOQs deemed in ADOT's judgment to fail any of the pass/fail criteria may be excluded from further consideration and the Respondent will be so notified.

(A) Respondent makes the express, written commitments regarding Key Personnel, as required under Section 5.01(C)(3);

(B) Respondent is prequalified with the Department as necessary for the Project. If the Respondent is a consortium, all members shall be prequalified with the Department.

(C) Lead Contractor has an acceptable safety record, as demonstrated on their respective Form S. A safety record for Lead Contractor shall be deemed acceptable if its experience modification rate for the most recent three-year period is an average of 1.00 or less.

6.03 SOQ Qualitative Evaluation Factors and Weightings

Each responsive SOQ that achieves a "pass" on all the "pass/fail" criteria described in Section 6.02 will be evaluated against the qualitative evaluation factors, and scored based on the corresponding weightings set forth in this Section 6.03. For scoring purposes, these lead-factors are listed in descending order of importance (starting with the most important lead-factor); provided, however, that consecutive lead-factors may be of equal value to each other. Under each lead-factor, sub-factors are listed in descending order of importance (starting with the most important sub-factor); provided, however, that consecutive sub-factors may be of equal value to each other.

Note: Under this Section 6.03, a project of "similar size and complexity to the Project" connotes the following:

(A) Regarding design and construction: New construction, rehabilitation, and/or improvement of a highway with a total value of a minimum of $5 million where the relevant work was completed within the last ten years.

SAMPLE

(A) Experience and Past Performance (XX%)

The background and experience of Respondent and its individual team members in designing and building projects of similar size and complexity to the Project will be evaluated in accordance with the lead factors and sub-factors described in this Section 6.03(A).

(1) The extent and depth of relevant construction experience of Respondent, in particular the Lead Contractor, as determined by experience constructing projects of similar size and complexity to the Project and of experience completing or substantially completing work for projects of similar size and complexity to the Project, on time and within a fixed price.

(2) The extent and depth of relevant design experience of the Lead Engineering Firm or other engineering firm on Respondent's team, as determined by the extent and depth of experience designing projects of similar size and complexity to the Project, and in completing design work in a collaborative environment under a CMAR, DB, PDB, or other alternative delivery model.

(3) Extent and depth of experience in using innovative means of design and construction that resulted in savings of costs and time to completion.

(4) Integrated Respondent team delivery experience as determined by the extent to which Respondent's team members have worked together in successful CMAR, DB, PDB, or other alternative delivery projects in the last five years.

(B) Organization and Key Personnel (XX%)

The Respondent's organization, structure of the Respondent team and Key Personnel will be evaluated in accordance with the lead-factors described in this Section 6.03(B).

(1) The duration and relevance of experience of the Respondent's Project Manager in managing projects of similar size and complexity to the Project.

(2) The duration and relevance of experience of the Respondent's Construction Manager in managing projects of similar size and complexity to the Project.

(3) The duration and relevance of experience of the Respondent's Design Manager in managing the design of projects of similar size and complexity to the Project.

(4) The duration and relevance of experience of the Respondent's Lead Cost Estimator in managing the cost estimating and cost reconciliation for projects of similar size and complexity to the Project.

(5) The duration and relevance of experience of the Respondents' other personnel in delivering projects of similar size and complexity to the Project.

(6) The extent to which the Respondent's organization demonstrates stability and is capable of functioning as a well-integrated team that will effectively manage Project risks.

(C) Understanding and Approach to the Project (XX%)

The Respondent's understanding and approach to the Project will be evaluated in accordance with the lead-factors described in this Section 6.03(C).

(1) The extent to which Respondent demonstrates an understanding of the Project, including Project-specific risks (regardless of risk ownership), potential mitigations, and opportunities that may arise during all phases of the Project and provided a reasonable schedule that includes key project milestones, constraints, and provides a sequencing plan in support of ADOT's goals.

SAMPLE

(2) The extent to which Respondent demonstrates an understanding of the project's technical challenges and identifies potential innovations that could improve cost, schedule, and delivery.

(3) The extent to which Respondent demonstrates an understanding of PDB contracting and project delivery for projects of similar size and complexity to the Project, including the Pre-construction Phase, and the advantages and disadvantages the approach may pose to addressing the most important risks and challenges to successful design and construction.

6.04 SOQ Evaluation Procedure

At various times during the deliberations, ADOT may issue one or more requests for written clarification to individual Respondents. Upon receipt of requested clarifications, ADOT will factor in the clarifications in its evaluation of the SOQs.

ADOT anticipates utilizing an Evaluation Committee to review and evaluate the SOQs. The Evaluation Committee will:

(A) Review SOQs independently and then meet as a group to discuss the SOQs.

(B) Evaluate the SOQs in accordance with the above criteria.

(C) Discuss the SOQs and develop strengths and weaknesses in each scoring category.

(D) Determine a rating for each category that will be used to arrive at a final SOQ score.

6.05 Selection Process

Following the SOQ Evaluation Procedure, the Evaluation Committee will present a final recommendation to the Selection Official (Alternative Delivery and Major Projects Division Director) based upon such analysis.

Each Respondent will be notified by e-mail whether it has been selected as the highest-ranking Respondent.

6.06 Changes in Respondent Organization and Key Personnel

ADOT aims to ensure that Respondents are able to develop and attract the greatest range and depth of expertise to design and build the Project in an innovative, effective, and efficient manner.

Following submittal of the SOQs, the following actions may not be undertaken without ADOT's prior written consent, in its sole judgment:

(A) Deletion, substitution or addition of any entities comprising the Respondent identified in a Respondent's SOQ;

(B) Substitution of Key Personnel identified in a Respondent's SOQ;

(C) Other changes, direct or indirect, in the equity ownership of a Respondent as identified in its SOQ.

Should a Respondent wish to make such a change, it must notify and request ADOT's consent in writing and shall provide, for any new or substitute entity or personnel, the same information required under this RFQ for such entity or personnel had it, he, she or they been part of the Respondent as of the SOQ submission. Additionally, should a Respondent seeking a deletion, substitution, addition or change fail to propose an alternative that ADOT, in its sole discretion, deems to be sufficient to maintain the same level of qualification, ADOT may disqualify the Respondent from further consideration if the Respondent as comprised in its SOQ is no longer available. ADOT may exercise any such other options available to it to ensure a fair and competitive procurement.

End Section

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7 COMMUNICATION, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

7.01 Improper Communications and Contacts

The following rules of contact apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the Agreement. These rules are designed to promote a fair, unbiased, legally defensible procurement process. Contact includes face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication, either directly or indirectly by an agent, representative, promoter, or advocate of a Respondent.

(A) Communication Process

ADOT is the single source of information regarding the Agreement procurement. The procurement process begins on the date of issuance of this RFQ and is anticipated to be completed with the award of the Agreement.

(1) Except as set forth in this RFQ, following issue of the RFQ, no Respondent or any of its team members may communicate with another Respondent or its team members with regard to the Project or SOQs. A Respondent may communicate with a subcontractor that is permitted to be on both its team and another Respondent's team, so long as those Respondents establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams. Respondents and team members are permitted to attend ADOT-sponsored workshops and meetings together provided they comply with the requirements in this Section 7.01(A).

(2) Contact between Respondents and ADOT shall only be through the ADOT's and Respondent's designated representative and shall be in writing. The ADOT Procurement Manager identified in Section 3.04 and ADOT Project Manager identified below are the only ADOT designated representatives authorized to discuss this procurement with any interested parties, including Respondents, except for additional ADOT representatives while attending a forum established pursuant to the RFQ or while engaged in post-selection negotiations and discussions. The ADOT Procurement Manager will serve as the primary point of contact during the RFQ procurement, unless otherwise notified. This restriction is in effect until the Agreement is executed and effective. Any information from other sources may not be accurate and cannot be relied upon. The ADOT Project Manager is:

Annette Riley
Project Manager
Email: ariley@azdot.gov

(3) Respondents shall not contact ADOT employees, advisors, and any other person who will evaluate the SOQs regarding the Project or the procurement.

(4) Respondents shall not contact employees of FHWA and those parties identified in Section 7.03(A) concerning the Project. ADOT shall provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement is implemented in a fair, competitive and transparent manner and with uniform information.

(5) Any contact determined to be improper, at the sole discretion of ADOT, may result in disqualification.

(6) Any official contact regarding the Project will be disseminated via email from the ADOT Procurement Manager or ADOT Project Manager.

(7) ADOT will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process specified in this RFQ.

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7.02 Public Records

All written documents, correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to ADOT during this procurement, including as part of the response to this RFQ, are, upon their receipt by ADOT, the property of ADOT and are subject to ARS § 28-7707 and ARS Title 39. None of the foregoing materials will be returned to the submitting parties. Respondents should familiarize themselves with the provisions of ARS § 28-7707 and ARS Title 39 and any other applicable legal authority. In no event shall ADOT, or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Respondent for the disclosure of all or a portion of an SOQ.

If a Respondent believes that information submitted to ADOT constitutes trade secrets or confidential commercial, financial or proprietary information, or other information not subject to public disclosure, such Respondent shall specifically and conspicuously do all of the following in its filed response to this RFQ:

(A) Invoke the exclusion on submission of the information or other material for which protection is sought;

(B) Identify the data or other materials for which protection is sought with conspicuous labeling;

(C) State the reasons why protection is necessary; and

(D) Fully comply with any applicable state law with respect to information that the Respondent contends should be exempt from disclosure.

Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. ADOT will endeavor to notify the Respondent of any request pursuant to ARS § 28-7707 and ARS Title 39 and any other applicable laws for the disclosure of any material properly labeled as proprietary, trade secret, or confidential, so as to allow the Respondent the opportunity to seek a court order to protect such materials from disclosure. Under no circumstances, however, will ADOT be responsible or liable to the Respondent or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by court order, or occurs through inadvertence, mistake, or negligence on the part of ADOT or its officers, employees, contractors, or consultants.

ADOT will not provide any legal advice to any submitting party including: advice as to the nature or content of documents purportedly entitled to protection from disclosure under ARS § 28-7707 and ARS Title 39; advice as to the interpretation of ARS § 28-7707 and ARS Title 39; and advice on intellectual property law, including the definition of “trade secret.” The submitting party shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines appropriate. Each submitting party is advised to contact its own legal counsel concerning ARS § 28-7707, ARS Title 39 and any other applicable law and its application to the submitting party's circumstances.

In the event of litigation concerning the disclosure or non-disclosure of any material submitted by the submitting party, ADOT will participate only as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that ADOT reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys’ fees and costs) incurred by ADOT in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by Respondent objecting to the disclosure. Each Respondent shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

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7.03 Organizational Conflicts of Interest

(A) ADOT Consultants

ADOT has engaged several consultants to assist and participate in the Project development stages, as well as assist ADOT during the procurement process for the Project. Respondent is prohibited from teaming with, receiving any advice, or discussing (except discussing in a forum established pursuant to the RFQ) any aspect relating to the Project or the procurement of the Project with any such consultants, including:

(1) HDR Engineering, Inc.;

(2) KT Consulting Management;

(3) TBD

(4) TBD

ADOT may disqualify a Respondent, and refuse to enter into the Agreement with a Respondent, if ADOT determines that:

(1) The Respondent has made impermissible contact with any of the ADOT consultants listed above with respect to this procurement and/or Agreement; or

(2) The Respondent includes any of the ADOT consultants or other entities precluded from participating in accordance with the above description as part of the Respondent's team.

Any violation of the foregoing restrictions by the apparent preferred Respondent will, in ADOT's sole discretion, constitute a failure to execute the Agreement and result in the initiation of negotiations with the next highest scoring Respondent.

(B) ADOT Employees Involved in Procurement

Respondents are referred to State laws that make it unlawful, and a class 2 misdemeanor, for Respondents or any member of a Respondent to offer employment to an ADOT procurement officer, procurement employee or other ADOT employee having a significant procurement role with respect to the Project, or for any such ADOT officer or employee to have discussions concerning or accept any such employment. See ARS §§ 41-741, 41-753, 41-1231, 41-1233.01, 41-2501, 41-2503 and 41-2517. Respondents are also referred to State laws that entitle ADOT to cancel any contract, without penalty or further obligation, within three years after the contract is executed, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract for ADOT is or becomes, at any time the contract is in effect, an employee or agent of the other party to the contract. See ARS Title 38, Chapter 3, Article 8 and, in particular, § 38-511.

ADOT has adopted the following conflict of interest policies for ADOT officers and employees pursuant to such State laws:

(1) "PER-6.02 Conflict of Interest of Officers and Employees" (effective March 13, 2009); and

(2) "Engineering Consultants Section, Contract Award and Administration Rules & Procedures" (August 2010), Section 1.10 (Standards of Conduct and Conflict of Interest), Items 1 through 6.

ADOT may disqualify a Respondent and refuse to enter into the Agreement with a Respondent, if it or any entity or personnel of the Respondent violates ARS § 41-2517(C). Any such violation by the apparent preferred Respondent will, in ADOT's sole discretion, constitute a failure to execute the Agreement. After award, ADOT may cancel the Agreement, without obligation or penalty, due to violation of ARS § 41-2517(C) or in accordance with ARS § 38-511.

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(C) Participation in More than One Respondent Organization

ADOT may disqualify a Respondent and refuse to enter into the Agreement with the apparent preferred Respondent, if the Design-Builder, Lead Contractor, or Lead Engineering Firm belongs to more than one Respondent organization.

ADOT retains authority to allow limited exceptions, subject to ADOT's sole discretion and compliance with applicable law.

End Section

SAMPLE

8 PROTEST PROCEDURES

8.01 Applicability

This Section 8 sets forth the exclusive protest remedies available with respect to this RFQ. These provisions set forth the exclusive procedures for protests regarding:

(A) Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed ADOT's authority;

(B) A determination as to whether an SOQ is responsive to the requirements of the RFQ or as to whether an SOQ passes the pass/fail criteria set forth in this RFQ; and

(C) Selection determinations.

8.02 Deadlines for Protests

Protests must be filed within five business days after the following:

(A) Issuance of the RFQ (for protests concerning the issues described in Section 8.01(A)); or

(B) Notification of the selection of the preferred Respondent (for protests concerning the issues described in Section 8.01(B) and (C)).

The Respondent's failure to observe any of these deadlines is a waiver of the Respondent's right to the corresponding protest.

8.03 Content of Protest

A protest shall completely and succinctly state the grounds for protest, legal authority, and factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name and address of the protester and the Project number. Statements shall be sworn and submitted under penalty of perjury.

8.04 Filing of Protest

Protests shall be filed by hand delivery, as soon as the basis for protest is known to the Respondent or before the applicable deadline, to:

Arizona Department of Transportation
206 South 17th Avenue, MD 100A
Phoenix, AZ 85007
Attention: Robert Samour, PE

For any protests filed after the SOQ Due Date, the Respondent filing the protest shall concurrently send a copy of the protest to the other Respondents whose addresses may be obtained by contacting the ADOT Procurement Manager provided in Section 3.04.

8.05 Comments from Other Respondents

Other Respondents may file statements in support of or in opposition to the protest within ten calendar days of the filing of the protest. Any statements by such other Respondents shall be sworn and submitted under penalty of perjury. ADOT will forward copies of all such statements to the party that filed the protest.

8.06 Burden of Proof

The party filing the protest shall have the burden of proving its protest by clear and convincing evidence. ADOT may, in its sole discretion, discuss the protest with the party that filed the protest and other Respondents. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

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8.07 Decision on the Protest

ADOT's Deputy Director for Transportation/State Engineer or designee (who has not been involved in SOQ evaluation) shall issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest required by Section 8.03. If necessary to address the issues raised in a protest, ADOT may, in its sole discretion, make appropriate revisions to this RFQ by issuing an Addendum.

The written decision of ADOT's Deputy Director for Transportation/State Engineer shall be final and non-appealable.

8.08 Protester's Payment of Costs

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

8.09 Rights and Obligations of Respondents

Each Respondent, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 8, and expressly waives all other rights and remedies that may be available to the Respondent under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Respondents. If a Respondent disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold ADOT 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 Respondent's actions. Each Respondent, by submitting an SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

End Section

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9 DEBRIEFING MEETINGS

All Respondents submitting SOQs will be notified in writing of the results of the evaluation process. Respondents not selected as the preferred Respondent may request a debriefing. If requested and approved by ADOT, debriefings will be provided at the earliest feasible time after Pre-construction Agreement execution.

Debriefings shall:

(A) Be limited to information regarding the unsuccessful Respondent's SOQ and will not include specific information related to a competing SOQ;

(B) Be factual and consistent with the evaluation of the unsuccessful Respondent's SOQ; and

(C) Provide information concerning the areas in which the unsuccessful Respondent's SOQ had weaknesses or deficiencies.

Debriefing will not include dissemination of the thoughts, notes, or rankings of individual evaluators.

End Section

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10 ADOT'S RESERVED RIGHTS

In connection with this procurement, ADOT reserves to itself all rights (which rights shall be exercisable by ADOT in its sole discretion) available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

(A) Develop the Project in any manner that ADOT, in its sole discretion, deems necessary;

(B) Negotiate with a Respondent without being bound by any provision in its SOQ or other submittal provided in connection with this procurement and to suspend or terminate negotiations at any time;

(C) Elect not to commence or continue negotiations with any Respondent;

(D) If ADOT is unable to negotiate the Agreement to its satisfaction with the preferred Respondent, elect to negotiate in succession with the next highest rated Respondent(s), terminate this procurement and pursue other developments or solicitations relating to the Project, or exercise such other rights under applicable law, as ADOT deems appropriate;

(E) Accept or reject any SOQs, responses, supplemental information or data, other submittals, or any parts thereof, received from Respondents or at any time;

(F) Waive any informalities, irregularities, deficiencies, or omissions in or in connection with the SOQs, accept and review a non-conforming SOQ, or permit clarifications and supplements to any SOQ;

(G) Modify all dates set or projected in this RFQ;

(H) Issue Addenda, supplements, and modifications to this RFQ;

(I) Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its SOQ, and require additional evidence of qualifications to perform the work described in the RFQ;

(J) Cancel this RFQ, in whole or in part at any time prior to the execution by ADOT of the Agreement, without incurring any cost obligations or liabilities;

(K) Permit a Respondent to add, delete, or change team members and/or Key Personnel;

(L) Make all final determinations;

(M) Appoint evaluation committees to review SOQs and make recommendations regarding the SOQs, and seek the assistance of outside technical, financial, and legal experts and consultants in connection with the SOQ evaluations;

(N) Hold meetings and conduct discussions and correspondence with one or more of the Respondents regarding their SOQs;

(O) Seek and obtain information or data, from any source, that may assist ADOT in evaluating the SOQs;

(P) Disqualify any Respondent to this RFQ for violating any rules or requirements of the procurement set forth in this RFQ or in any other communication from ADOT in connection with this procurement;

(Q) Not issue a notice to proceed after execution of the Agreement;

(R) Exercise any other right reserved or afforded to ADOT under this RFQ or applicable laws, regulations or guidelines; and

(S) Add or modify ADOT's reserved rights in Addenda to this RFQ.

THE RFQ DOES NOT COMMIT ADOT TO ENTER INTO AN AGREEMENT OR PROCEED WITH THE PROCUREMENT AS DESCRIBED IN THIS RFQ. ADOT ASSUMES NO OBLIGATIONS, RESPONSIBILITIES, OR LIABILITIES, FISCAL OR

SAMPLE

OTHERWISE, TO REIMBURSE ALL OR PART OF THE COSTS INCURRED OR ALLEGED TO HAVE BEEN INCURRED BY PARTIES CONSIDERING A RESPONSE TO OR RESPONDING TO THIS RFQ. ALL SUCH COSTS SHALL BE BORNE SOLELY BY EACH RESPONDENT.

FURTHER, PURSUANT TO ARS § 28-7705(H), THE AGREEMENT PURSUANT TO THIS RFQ SHALL CONTAIN A PROVISION THAT IT IS SUBJECT TO ARS TITLE 28, CHAPTER 20, ARTICLE 3, WHICH REFERS TO CERTAIN POWERS OF THE STATE TRANSPORTATION BOARD.

End Section

SAMPLE

EXHIBIT 1 ABBREVIATIONS, ACRONYMS, AND DEFINITIONS

1 ABBREVIATIONS AND ACRONYMS

ADMP	Alternative Delivery and Major Projects Division
ADOT	Arizona Department of Transportation
ARS	Arizona Revised Statutes
AZUTRACS	Arizona's Unified Transportation Registration and Certification System
CE	Categorical Exclusion
CFR	Code of Federal Regulations
CMAR	Construction Manager at Risk
DB	Design-Build
DBE	Disadvantaged Business Enterprise
EEO	Equal Employment Opportunity
EMR	Experience Modification Rate
EO	Executive Order
FHWA	Federal Highway Administration
GMP	Guaranteed Maximum Price
ICE	Independent Cost Estimator
MP	Milepost
NEPA	National Environmental Policy Act
OJT	On the Job Training
OSHA	Occupational Safety and Health Administration
P3	Public Private Partnership
PDB	Progressive Design-Build
PDF	portable document format
QA	Quality Assurance
QC	Quality Control
RFQ	Request for Qualifications
RID	Reference Information Documents
ROW	Right-of-Way
SBC	Small Business Concern
SOQ	Statement of Qualifications

SAMPLE

TRACS	Transportation Accounting System
U.S.	United States
U.S.C.	Codes of Laws of the United States of America
USDOT	United States Department of Transportation

2 DEFINITIONS

Addenda/Addendum:

The supplemental additions, deletions, and modifications to the provisions of the RFQ issued by ADOT, after the advertisement date of the RFQ.

ADOT or Department:

The Arizona Department of Transportation as constituted under the laws of the State of Arizona.

ADOT Procurement Manager:

The individual identified in RFQ Section 3.04.

ADOT Project Manager:

The individual identified in RFQ Section 7.01(A)(2).

Agreement:

The final, executed contract between ADOT and the Design-Builder setting forth the obligations of the parties with respect to the Project, including, but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.

Construction Manager:

The individual that is responsible for the construction of the Project and satisfies the qualification requirements for the Construction Manager set forth in RFQ Exhibit 4(b).

Construction Phase:

The Project phase during which Construction Work will be performed, as more fully described in RFQ Section 1.08.

Design-Builder:

The entity that is formed by the Respondent selected pursuant to the RFQ to enter into the Agreement with ADOT to perform Pre-construction Phase services.

Design Manager:

The individual that is responsible for the design of the Project and satisfies the qualification requirements for the Design Manager set forth in RFQ Exhibit 4(c).

Disadvantaged Business Enterprise (DBE):

A for-profit small business concern as defined in 49 C.F.R. Part 26.

Equal Employment Opportunity (EEO):

Federal law codified under Title VI of the Civil Rights Act of 1964, as amended.

SAMPLE

Introductory Letter

A letter to be submitted by the Respondent in the form of Exhibit 5, Form A-1.

Key Personnel:

Individuals from the Respondent's organization, as identified in the Respondent's SOQ, to fill the positions specified in RFQ Section 5.01(C)(3) and Exhibit 4.

Lead Contractor:

The member of the Respondent team, whether a single entity, joint venture, or other association, that is primarily responsible for the construction of the Project.

Lead Engineering Firm:

The member of the Design-Builder or a subcontractor of Design-Builder, whether a single entity or joint venture, primarily responsible for the design and engineering of the Project. The Lead Engineering Firm will be the Design-Builder's engineering firm of record with responsibility for design work under the Agreement.

Official Representative:

The duly authorized official of the Design-Builder with authority to speak for and bind the entity.

Onsite:

At the Project work site during either the design and/or construction work activities.

Pre-construction Phase:

The Project phase during which Pre-construction Work will be performed, as more fully described in RFQ Section 1.08.

Project:

[The design and construction of repairs to SR-89A…].

Project Manager:

An individual that is responsible for the overall management of the Project and satisfies the qualification requirements for the Project Manager set forth in RFQ Exhibit 4(a).

Public Records Act:

ARS Title 39.

Quality Assurance:

All systematic monitoring and evaluation of various aspects of the Project to ensure that standards of quality are met, all Work complies with the Agreement, and that all materials incorporated in the Work, all equipment, and all elements of the Work will perform for the purpose intended.

Quality Control:

The total of all activities that are performed by the Design-Builder, designer, subcontractors, producers, or manufacturers to ensure that Work or a product incorporated into the Work meets Agreement requirements.

Reference Information Documents (RID):

Documents containing information relevant to the Project, made available to Respondents without representation or warranty of ADOT as to accuracy or completeness.

SAMPLE

Respondent:

An entity submitting an SOQ in response to this RFQ.

SOQ Due Date:

The deadline (date and time) for the submission of SOQs identified in RFQ Section 3.03.

State:

The State of Arizona, acting through its authorized representatives.

Statement of Qualifications (SOQ):

A statement, in the prescribed format, submitted by Design-Build Respondents in support of their request to be considered for selection as the preferred Respondent.

Website

The website for the Project's procurement.

Alternative Delivery and Major Projects | Department of Transportation

Work:

The furnishing of labor, materials, supplies, equipment, services, and other incidentals necessary to, or convenient for, the successful completion of the scope of services for the Project and the carrying out of the duties and obligations imposed by the Agreement.

SAMPLE

EXHIBIT 2 PROJECT MAP AND DESCRIPTION

1 PROJECT DESCRIPTION







[The overarching goal and objective for the Project is to make all necessary roadway repairs to reopen the roadway safely to traffic as soon as possible. The Design-Builder will be required to restore and repair the damaged roadway, embankments, drainage facilities, and safety features at the identified locations along SR-89A, and to perform the related investigation, design, and traffic control work needed to deliver those repairs. The locations, dimensions, and quantities described below are approximate and are provided for information. The Design-Builder will be responsible for verifying existing site conditions. The anticipated scope of work will include, but not be limited to:

- **Survey, field verification, and geotechnical investigations:** verify existing site conditions at each location, and perform the survey and geotechnical investigations needed to design the repairs.
- **Embankments and shoulders:** reconstruct the washed-out, undermined, and eroded embankments and shoulders at MP 382.9, 385.6, 387.4, 388.4, 388.6, and 388.8 with embankment fill and curve stabilization, as required.
- **Slopes and banks:** provide bank protection and slope armoring, including gabion baskets, and replace the failed concrete erosion control wall at MP 388.8. Supplemental geotechnical treatments, such as soldier piles and lagging, may be required.
- **Guardrail and barrier:** repair or replace damaged and undermined guardrail, including approximately 175 feet at MP 387.4 and 230 feet of southbound guardrail at MP 388.4, and install temporary concrete barrier (TCB) at MP 385.6.
- **Roadway restoration:** regrade the roadway, pave, stripe, sign and install guardrail.
- **Utilities and U.S. Forest Service (USFS) coordination:** protect the exposed 2-inch USFS-owned spring water line at MP 387.4, and coordinate with the USFS on environmental clearances and the long-term parking footprint at MP 385.6.]

SAMPLE

Figure 2-1: Vicinity Map



SAMPLE

EXHIBIT 3 FORMAT AND ORGANIZATION OF SOQ

1 ORGANIZATION

The SOQ shall be organized into two PDFs as set forth in Table 3-1:

(A) Volume I

(1) Technical Information;

(2) Appendix A: Supplemental Technical Forms; and

(3) Appendix B: Form KP and Resumes

(B) Volume II

(1) Form SR

2 PAGES

The Volume I PDF shall consist of pages that are 8 ½" by 11". No more than two 11" by 17" pages may be used for charts, exhibits, and other illustrative and graphical information. Each 11" by 17" page counts as one page. Pages can be oriented in landscape or portrait layout. The SOQ shall conform to the following page limitation requirements:

(A) Technical Information – **limit of [10] pages in total** (a maximum of 2 pages may be 11" by 17");

(B) Appendix A: Supplemental Technical Forms – no page limitation; and

(C) Appendix B: Resumes – maximum of 2 pages per individual named as Key Personnel and 1 page for any other individuals.

3 FORMAT REQUIREMENTS

(A) **Text** - All text shall be in standard Calibri font that is a minimum of 11 points in size, single-spaced. Text used in charts, exhibits, and other illustrative and graphical information must be in standard Calibri font that is a minimum of 9 points in size.

(B) **Numbering** - Each page shall be numbered consecutively, and the page numbers shall be centered at the bottom of each page.

(C) **Margins** - Margins shall be not less than one inch at the top, bottom, and sides of all pages, except for headers and footers.

(D) **Dividers/Fly Sheets** - Respondent shall not use dividers or extra sheets not identified in Table 3-1.

4 CLARITY AND CONCISENESS

Respondents should make every effort to present information clearly and concisely. Documentation that is difficult to read or interpret may be rejected and disregarded.

SAMPLE

Table 3-1: Specifications for SOQs

SOQ Section	Section Title and Required Information	Included in Page Limit
Volume I		
A	**Executive Summary**	
	Executive Summary (one page limit)	**No**
B	**Respondent Experience and Past Performance**	**NA**
	Narrative Descriptions of Projects Narrative of Relevant Experience	**Yes**
C	**Respondent Organization and Key Personnel**	**NA**
	Narrative of Management Structure Organizational Charts Express Commitment Regarding Key Personnel	**Yes**
D	**Project Understanding and Technical and Management Approach**	**NA**
	Narrative of conceptual approach to Project's critical technical issues and resolution Narrative of description of innovations and their viability Narrative of understanding of PDB process and practices	**Yes**
Appendix A	**Supplemental Technical Forms**	**NA**
	Form A-1 – Introductory Letter Form A-2 – SOQ Certification Form A-3 – Confidential Content Index Form E-1 – Relevant Construction Experience Form E-2 – Relevant Design Experience Form L-1 – Respondent's Organization Information Form S – Safety Questionnaire	**No**
Appendix B	**Form KP and Resumes**	**NA**
	Form KP – Proposed Key Personnel Information Key Personnel and Other Personnel Resumes	**No**
Volume II		
A	**Specific Rate Information - Form SR**	**No**

SAMPLE

EXHIBIT 4 PREFERRED QUALIFICATIONS OF KEY PERSONNEL

The following provides a brief job description and duties of the Key Personnel assigned to the Project. The number of years of experience listed for each Key Personnel represents a target goal for evaluation purpose and should not be considered as a mandatory minimum requirement for that position.

(a) Project Manager

(i) The Project Manager is responsible for the overall design, construction, quality, contract administration, operations, and management of the Project.

(ii) The Project Manager must:

A. Be located within the State throughout the duration of the Agreement;

B. Have full responsibility for the prosecution of the Work;

C. Act as agent and be a single point of contact for all matters on behalf of Design-Builder; and

D. Be available by phone and on-site to perform their responsibilities throughout the duration of the Agreement.

(iii) The preferred experience for the Project Manager is:

A. 10 years managing the design and construction of projects of similar size and complexity to the Project; and

B. Experience with Construction Manager at Risk (CMAR), DB, PDB, or other alternative delivery projects.

(b) Construction Manager

(i) The Construction Manager is responsible for constructability reviews during the Pre-construction Phase and directing the Construction Work in the field during the Construction Phase of the Project.

(ii) The Construction Manager must:

A. Report directly to the Project Manager;

B. Be located within the State throughout the duration of the Construction Phase; and

C. Be available by phone and be on-site to perform their responsibilities throughout the duration of the Construction Phase.

(iii) The preferred experience for the Construction Manager is:

A. 10 years managing the construction of projects of similar size and complexity to the Project; and

B. Experience with CMAR, DB, PDB, or other alternative delivery projects.

(c) Design Manager

(i) The Design Manager is responsible for coordinating the individual design disciplines and is responsible for ensuring that the overall Project design is completed, and design criteria and Project requirements are met.

SAMPLE

(ii) The Design Manager must:

A. Report directly to the Project Manager;

B. Be located within the State for the duration of the Agreement;

C. Be employed by the Lead Engineering Firm;

D. Be responsible for design quality management;

E. Shall be the engineer of record who will have primary responsibility for design work under the Agreement; and

F. Be a registered Professional Engineer in the State by the time the Pre-construction Agreement is executed.

(iii) The preferred experience for the Design Manager is:

A. 10 years managing the design of projects of similar size and complexity to the Project; and

B. Experience with CMAR, DB, PDB, or other alternative delivery projects.

(d) Lead Cost Estimator

(i) The Lead Cost Estimator will be responsible for developing the Cost Model and facilitating the cost reconciliation and GMP negotiation process during the Pre-construction Phase of the Project.

(ii) The Lead Cost Estimator must:

A. Report directly to the Project Manager; and

B. Be located within the State for the duration of the Pre-construction Phase;

(iii) The preferred experience for the Lead Cost Estimator is:

A. 10 years of cost estimating for projects of a similar size and complexity to the Project; and

B. Experience with CMAR, DB, PDB, or other alternative delivery projects.

(e) [Geotech?, Other?]

(i) Description

(ii) The [XXXX] must:

A. Report directly to the Project Manager;

B. Be located within the State for the duration of the Pre-construction Phase;

(iii) The preferred experience for the [XXX] is:

A. 10 years of [XXXXX] for projects of a similar size and complexity to the Project; and

B. Experience with CMAR, DB, PDB, or other alternative delivery projects.

SAMPLE

EXHIBIT 5 FORMS

This Exhibit contains Form RFQ-C and the required forms for the SOQ. Any material modification to the forms, other than to include the requested information, may result in the SOQ being declared non-responsive.

Form RFQ-C	Respondent's Clarification Request
Form A-1	Introductory Letter
Form A-2	SOQ Certification
Form A-3	Confidential Content Index
Form E-1	Relevant Construction Experience
Form E-2	Relevant Design Experience
Form L-1	Respondent's Organization Information
Form S	Safety Questionnaire
Form KP	Proposed Key Personnel Information
Form SR	Specific Rates

See attached native file for fillable forms.

SAMPLE

Form RFQ-C Respondent's Clarification Request

Respondent Name: _____

Respondent Address: _____

Respondent Contact Information

Individual: _____

Email Address: _____

Phone Number: _____

RFQ Section No. or Exhibit	Question	Reserved for Department Response

SAMPLE

Form A-1 Introductory Letter

[*OFFICIAL LETTERHEAD OF ENTITY EXECUTING LETTER*.]

SOQ Date: *[Insert Date]*

Arizona Department of Transportation
206 South 17th Avenue, MD 100A
Phoenix, AZ 85007

ATTN: Stephanie Brown, Procurement Manager

Dear _____,

The undersigned ("**Respondent**") is pleased to submit this Statement of Qualifications (this "**SOQ**") in response to the Request for Qualifications dated as of [DATE] (as amended, the "**RFQ**"), issued by the Arizona Department of Transportation ("**ADOT**") to design, supply, and construct the SR-89A Repair and Restoration Project, as described in the RFQ.

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

Volume I: Technical Information

Volume II: Specific Rate Information

Respondent acknowledges receipt, understanding, and full consideration of:

(1) All materials posted on the Website (as defined in the RFQ); and

(2) As set forth in Section 3.05 of the RFQ, the following Addenda to the RFQ:

(a) [Respondent to list each Addendum by date and number prior to executing Form A-1].

Respondent represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and SOQ. Without limiting the foregoing, Respondent:

(1) Accepts and agrees that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by the Respondent, as described in Section 3.06 of the RFQ;

(2) Accepts and agrees to all the terms and conditions for protest set forth in Section 8 (*Protest Procedures*) of the RFQ;

(3) Understands that Section 8 (*Protest Procedures*) of the RFQ limits Respondent's rights and remedies to protest or challenge the RFQ or any determination thereunder; and

(4) Specifically acknowledges ADOT's reserved rights in Section 10 (*ADOT's Reserved Rights*) of the RFQ.

Respondent understands that if it is selected, the legal entity constituting the Design-Builder will enter into an Agreement to initiate pre-construction and design activities with the opportunity to execute additional Agreements for construction and other obligations of the Design-Builder.

SAMPLE

Respondent understands that ADOT is not bound to select any Respondent and may reject each SOQ ADOT receives.

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

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

Respondent's business address:

_____

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

_____

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

State or Country of Incorporation/Formation/Organization: _____

I acknowledge that any false, deceptive, or fraudulent statements in the SOQ (including in this transmittal letter) can result in denial of selection status and other consequences provided by law.

[Insert appropriate signature block from following pages.]

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

[Insert Respondent's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Respondent's name]

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

By: _____

Print Name: _____

Title: _____

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

SAMPLE

3. Sample signature block for attorney-in-fact:

[Insert Firm's name]

By: _____

Print Name: _____

Attorney-in-Fact

SAMPLE

Form A-2 SOQ Certification

[*OFFICIAL LETTERHEAD OF ENTITY EXECUTING LETTER*.]

SOQ Date: *[Insert Date]*

Arizona Department of Transportation
206 South 17th Avenue, MD 100A
Phoenix, AZ 85007

ATTN: Stephanie Brown, Procurement Manager

I, [*NAME OF AUTHORIZED REPRESENTATIVE*], hereby certify as follows:

1. I am the [*TITLE OF AUTHORIZED REPRESENTATIVE*] of [*NAME OF DESIGN-BUILDER*], which is a member of the [*NAME OF RESPONDENT*] team ("**Respondent**").

2. I have read and understand the information contained in the Request for Qualifications issued by the Arizona Department of Transportation for the SR-89A Repair and Restoration Project and the attached statement of qualifications ("**SOQ**") submitted by Respondent;

3. To the best of my knowledge and belief all information contained in the SOQ, and information submitted concurrently or in supplemental documents with the SOQ, is complete, current and true; and

4. All representations, statements, commitments and information in the SOQ made or given by Respondent on behalf of each member of the Design-Builder named in the SOQ have been authorized by each member of the Design-Builder, are correct, and accurately represent the respective role of such member of the Design-Builder.

I acknowledge that any false, deceptive, or fraudulent statements in the SOQ or this certification can result in denial of selection status and other consequences provided by law.

_____

(Signature)

_____

(Name Printed)

SAMPLE

Form A-3 Confidential Content Index

Respondent:
Instructions: Responses shall be addressed within the space below. Should additional space be needed by Respondents to address subject areas identified below, Respondents shall add additional space within each subject area as appropriate. Form A-3 has no SOQ page limitation.

No.	Confidential Item	SOQ Section	SOQ Page Number	Reasoning
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

(Must be signed by the Respondent's authorized representative)

Respondent: _____

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

See attached Microsoft Word file for fillable form.

SAMPLE

1

SAMPLE

Form E-1 Relevant Construction Experience

Experience of Respondent Team (particularly the Lead Contractor) in the Construction of Reference Projects

Name of Respondent: _____

LIST ENTITY, ROLE ON RESPONDENT TEAM, PROJECT NAME, CLIENT/OWNER AND LOCATION (1), (2) & (3)	GENERAL PROJECT DESCRIPTION	PROJECT COST (4) & (5)	START/END DATES OF SERVICE	% OF WORK COMPLETED BY [Date]	LEVEL OF COMPANY'S PARTICIPATION (6) & (7)	ROLE OF COMPANY FOR THE PROJECT
1.						
2.						
3.						

Notes:

(1) A maximum of three projects may be included. If the specific entity that undertook the identified project is not the Respondent or Lead Contractor, please expressly indicate and identify the entity and its relationship to Respondent.

(2) Only list projects on which the entity worked within the past 10 years.

(3) Only list projects where the entity held a minimum 30% of the ultimate responsibility for the construction work. If the Lead Contractor is a joint venture, only list projects for members of the joint venture that will perform at least 30% of the Lead Contractor's potential construction work for the Project.

(4) In thousands of United States Dollars.

(5) Project Cost means the total design and construction cost budgeted or, if the project is complete, the total design and construction cost of the completed project.

(6) Show company's participation in terms of money and percentage of the construction work for the listed project.

(7) For projects/contracts listed for construction firms using the traditional design/bid/build delivery method, the information sought above shall be limited only to the construction contract, rather than any design contract where such entity had limited or no involvement

SAMPLE

Form E-2 Relevant Design Experience

Experience of Lead Engineering Firm or Other Designated Engineering Firm on Respondent's Team in the Design and Engineering of Reference Projects

Name of Respondent: _____

LIST ENTITY, ROLE ON RESPONDENT TEAM, PROJECT NAME, CLIENT/OWNER AND LOCATION (1) & (2)	GENERAL PROJECT DESCRIPTION	PROJECT COST (3) & (4)	START/END DATES OF SERVICE	% OF WORK COMPLETED BY [Date]	LEVEL OF COMPANY'S PARTICIPATION (5) & (6)	ROLE OF COMPANY FOR THE PROJECT
1.						
2.						
3.						

Notes:

(1) A maximum of three projects may be included. If the specific entity that undertook the identified project is not the Lead Engineering Firm, please expressly indicate and identify the entity and its relationship to Respondent.

(2) Only list projects on which the Lead Engineering Firm or other designated engineering firm on Respondent's team worked within the past 10 years.

(3) Only list projects where the Lead Engineering Firm held a minimum 30% of the ultimate responsibility for the design and engineering work. If the Lead Engineering Firm is a joint venture, only list projects for members of the joint venture that will perform at least 30% of the Lead Engineering Firm's potential design and engineering work for the Project.

(4) In thousands of United States Dollars.

(5) Project Cost means the total design and construction cost budgeted or, if the project is complete, the total construction cost of the completed project.

(6) Show company's participation in terms of money and percentage of the design and engineering work for the listed project.

(7) For projects/contracts listed for design firms that were traditional consultant/engineering services contracts (as opposed to, for example, design-build contracts), the information sought above shall be limited only to the consultant/engineering services contract, rather than any ensuing construction contract where such entity had limited or no involvement.

SAMPLE

Form L-1 Respondent's Organization Information

PART 1

RESPONDENT TEAM SUMMARY

RESPONDENT	
CONTACT PERSON AND TITLE	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

OTHER TEAM MEMBERS (*Respondent may duplicate for each other team member at its discretion*)	
NAME OF FIRM	
CONTACT PERSON AND TITLE	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

SAMPLE

PART 2

TEAM MEMBER INFORMATION

Name of Respondent: _____

Name of Entity Completing Form L-1: _____

Entity's Role (check one box for entity completing Form L-1 as applicable):

☐ Respondent; ☐ Other (describe): _____

Year Established: _____ State of Organization: _____

Federal Tax ID No. (if applicable): _____ Telephone No.: _____

North American Industry Classification Code: _____

Name of Official Representative Executing Forms L-1: _____

Individual's Title: _____

E-mail Address: _____

Type of Business Organization* (check one):

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Limited Liability Company

☐ Other (describe): _____

* If the entity completing this Form L-1 is a partnership or any other form of a joint venture, attach to this Form L-1 the executed teaming agreement. If an executed teaming agreement does not yet exist, attach to this Form L-1 a summary of the key terms of the anticipated agreement, including the percentages of ownership roles of the various parties and anticipated execution date.

A. Business Address: _____

Headquarters: _____

Office Performing Work: _____

B. Describe the role of the entity in the space below, including equity ownership percentage.

_____

_____

C. If the entity completing this Form L-1 is a joint venture or newly formed entity (formed within two years

SAMPLE

before the SOQ Due Date), complete a separate Form L-1 for each member or partner of the entity and attach it to the SOQ. In addition, identify the name of such members or partners in the space below.

Name

_____

_____

_____

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____ Print Name: _____

Title: _____ Date: _____

[*Please make additional copies of this form as needed.*]

SAMPLE

Form S Safety Questionnaire

Name of Respondent: _____

Lead Contractor Firm Name: _____

Provide the following information for the past three years:

Item	2023	2024	2025	Average
Experience Modification Rate				
Lost Work Rate				
Employee Hours Worked (Do not include non-work time, paid or unpaid)				
Number of Lost Workday Cases				
Number of Restricted Workday Cases				
Number of Cases with Medical Attention Only				
Number of Fatalities				

Note: If data is not available for a specific year because the relevant entity was not in existence or no EMR was applicable, please mark the applicable year as "N/A" and complete the "Average" based on the years for which data is provided.

SAMPLE

1 **Form KP Proposed Key Personnel Information**

Name of Respondent:

Key Personnel Position	Name of Individual	Years of Relevant Experience[1]	Education and Registrations[2]	Employing Firm Name	Reference Name, Title, Telephone Numbers & Email Address[3]
Project Manager		__ years managing the design and construction of projects of similar size and complexity to the Project. __ years of experience with CMAR, DB, PDB, or other alternative delivery projects.			1. 2. 3.
Construction Manager		__ years managing the construction of projects of similar size and complexity to the Project. __ years of experience with CMAR, DB, PDB, or other alternative delivery projects.			1. 2. 3.
Design Manager		__ years managing the design of projects of similar size and complexity to the Project. __ years of experience with CMAR, DB, PDB, or other alternative delivery projects.			1. 2. 3.

SAMPLE

Name of Respondent:

Key Personnel Position	Name of Individual	Years of Relevant Experience[1]	Education and Registrations[2]	Employing Firm Name	Reference Name, Title, Telephone Numbers & Email Address[3]
Lead Cost Estimator		__ years managing the cost estimating of projects of similar size and complexity to the Project. __ years of experience with CMAR, DB, PDB, or other alternative delivery projects.			1. 2. 3.

[1] *For each individual proposed, please enter the number of years of relevant experience in the blank spaces provided. In cases where the individual has no relevant experience, please enter "0" in the corresponding blank space.*

[2] *For each individual proposed, please indicate any degrees, professional licenses, registrations, and training relevant to the corresponding Key Personnel position.*

[3] *Provide three references for each position identified on Form KP.*

SAMPLE

Form SR Specific Rates

Name of Respondent: _____

Category / Role	Max Rate
Project Manager	
Construction Manager	
Superintendent	
Lead Cost Estimator	
Lead Scheduler	
Technical Support	
Administrative Support	

Note:

1. Respondents should fill out the form by including the maximum Specific Rate for each category/role listed. Do not add any categories/roles to the list.

2. For reference, the method of compensation for the Pre-Construction Agreement is Specific Rates of Compensation. Specific Rates of Compensation is defined as agreed upon hourly rates of labor plus reimbursement for other direct costs. Subcontractors who have previously been financially screened by the Department, and have an audited overhead rate, will use a cost plus fixed fee contract.

3. Upon notification of selection, the Department and the Design-Builder shall hold regular meetings to mutually develop the scope of work and pricing estimates for the Pre-construction Phase.

The Design-Builder shall submit a draft proposal (the "Pre-construction Phase Proposal") to the Department in a form agreed to by the Parties, which shall include (a) a description of the scope of work to be performed by the Design-Builder during the Pre-construction Phase, (b) a projected schedule for performance, and (c) the Specific Rates of Compensation cost proposal including Pre-construction Phase NTE Amount for the Design-Builder's performance of such work.

The Parties shall engage in good faith negotiations to finalize the Pre-construction Agreement on a timely basis, with Design-Builder adjusting in response to comments from the Department. When the Pre-construction Agreement is executed by the Parties, the Design-Builder shall be authorized to commence the Pre-construction Work.

SAMPLE