

**ARKANSAS DEPARTMENT OF TRANSPORTATION
30 CROSSING PROJECT
INSTRUCTIONS TO PROPOSERS—Form A**

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: _____, 201__

Arkansas Department of Transportation
10324 Interstate 30
Little Rock, AR 72209

Attn: Mr. Benjamin Browning, P.E., Alternative Project Delivery Director

The undersigned (“Proposer”) submits this proposal (this “Proposal”) in response to that certain Request for Proposals (the “RFP”) issued by the Arkansas Department of Transportation (the “Department”), dated [_____ 201__], as amended, to design and construct the 30 Crossing Project, as more specifically described in the documents provided with the RFP (the “RFP Documents”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

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

a) to keep this Proposal open for acceptance initially for 180 days after the Proposal Due Date, and if the undersigned is notified within such 180-day period that it is the next best value Proposer, for an additional 90 days, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of the Department, in the Department’s sole discretion; and

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

If selected by the Department as the best value Proposer, Proposer agrees to do the following or, if not the Design-Builder, to cause Design-Builder to do the following: (a) if requested by the Department in its sole discretion, enter into good faith negotiations with the Department regarding the terms of the Design-Build Agreement, in accordance with the requirements of the RFP; (b) enter into the Design-Build Agreement without varying or amending their terms (except if requested to by the Department in its sole discretion) and satisfy all other conditions to award of the Design-Build Agreement; and (c) perform its obligations as set forth in the Instructions to

Proposers, as amended (“ITP”), and the Design-Build Agreement, including compliance with all commitments contained in this Proposal.

The following individual is designated as the Proposer Point of Contact in accordance with Section 2.2.2 of the ITP: _____

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

- Executive Summary
- Technical Proposal, including Proposer Information, Certifications and Documents; Proposal Security and required Appendices
- Financial Proposal

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

*[List all Addenda by number and date issued. For example, “Addendum No. 1 issued January 18, 2018.”]
[list other addenda] _____*

Responses issued [list dates on which the Department responded to Proposers’ questions regarding the RFP Documents or this procurement.]

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, the Addenda (if any) and Department responses to questions (as and when posed), and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Design-Builder and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified the Department of any deficiencies in or omissions from any RFP Documents or other documents provided by the Department and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the SOQ previously delivered to the Department [(as amended and resubmitted)] are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such SOQ, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

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

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except any Payment for Work Product that may be paid in accordance with the RFP.

Proposer consents to the Department's disclosure of its Proposal pursuant the applicable provisions of law to any Persons in the Department's sole discretion after award of the Design-Build Agreement by the Department. Proposer acknowledges and agrees to the disclosure terms described in ITP Section 2.5. Proposer expressly waives any right to contest such disclosures as may exist under applicable law.

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

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

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

*[insert appropriate signature block from following pages; note: signatures should be in **blue ink**.]*

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

[Insert the proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert the proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

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

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

- B. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate and authorized officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate and authorized officer of each general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and, if required by its operating agreement, a manager/managing member(s) resolution providing such authorization, certified by an appropriate and authorized officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate and authorized officer of such joint venture member. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.
- C. The Design-Builder partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to the Department, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners or members, as applicable, no joint venture member, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to the Department and identify on a cover page where in the agreement the provision can be found. If the Design-Builder is not yet formed, provide draft organizational documents and indicate where the provision is found.

IDENTIFICATION OF PROPOSER AND PRINCIPAL PARTICIPANTS—Form B-1

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

The above information is true, correct and accurate.

[Insert the Proposer’s name]

By: _____

Name: _____

Title: _____

INFORMATION ABOUT PROPOSER ORGANIZATION—Form B-2

1.0 Name of Proposer: _____

2.0 Type of entity: _____

3.0 Proposer's address: _____

_____ Telephone _____ Facsimile

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

Name	No. of years in business	No. of years under present name

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

Proposer: _____

_____ :

_____ :

_____ :

_____ :

6.0 The Proposer shall review its SOQ previously submitted to the Department and list below any Key Personnel and their relevant experience that have been approved by the Department since the submission of the SOQ. Except as updated by the following information, the Proposer's SOQ is hereby incorporated as if set forth in full and the Proposer represents and warrants to the Department that the information set forth in the SOQ, except as set forth herein, is true, complete and accurate in all respects and does not contain any misleading or incorrect information. Attach separate sheets if necessary.

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

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

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

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

STATE OF _____)
)
COUNTY OF _____)

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

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this _____ day of _____, 201_.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____

INFORMATION ABOUT MAJOR PARTICIPANTS—Form B-3

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

Proposer Name _____

Entity Name / Contact	Address of Head Office	Telephone / Fax	Specialty / Assignment

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. The Proposer agrees that it will follow applicable Design-Build Agreement requirements with respect to Subcontractors. Proposer further declares that it has carefully examined the RFP Documents, including the Department’s DBE participation goal for the Project (set forth in Section 1.9.2 of the ITP) and acknowledges that a Proposer’s efforts to obtain participation by Subcontractors could reasonably be expected to accomplish the Department’s DBE participation goal for the Project with respect to the professional services and construction portions of the Work performed under the Design-Build Agreement.

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

Executed: _____, 201_.

(Signature)

(Name printed)

(Title)

(Proposer)

STATE OF _____)
)
COUNTY OF _____)

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

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this _____ day of _____, 201_.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____

RESPONSIBLE PROPOSER QUESTIONNAIRE—Form C

PROPOSER’S NAME:

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: _____

1. Questions

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

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

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Arkansas that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed _____, 201_.

(Signature)

(Name printed)

(Title)

(Name of Organization)

[Evidence of signature authorization for such individual attached]

PROPOSAL COMMITMENT DATES—Form D

Milestone	Deadline
Substantial Completion Deadline	[insert date]
Final Acceptance Deadline	[insert date]

KEY PERSONNEL WORK ASSIGNMENT FORM—Form E

Name of Proposer: _____

Key Personnel Assignment	Name of Individual Assigned
Project Manager	_____
Construction Manager	_____
Design Manager	_____
Roadway Design Manager	_____
Structures Design Manager	_____
Design Quality Assurance Manager	_____
Construction Quality Assurance Manager	_____
Project Controls Manager	_____
DBE Coordinator	_____

NON-COLLUSION AFFIDAVIT—Form F

STATE OF _____)
) ss:
 COUNTY OF _____)

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

- A. _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the entity making the foregoing Proposal.

- B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or a sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Department or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and further the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

- C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Design-Build Agreement or rejection of all Proposals and cancellation of the RFP.

 (Signature)

 (Name Printed)

 (Title)

 (Signature)

 (Name Printed)

 (Title)

Subscribed and sworn to before me this _____ day of _____, 201_.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____

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

BUY AMERICA CERTIFICATION—Form G

(To be signed by authorized signatory(ies) of Design-Builder)

The undersigned certifies on behalf of itself and all proposed Subcontractors (at all tiers) that only domestic steel and iron will be used in the Project.

- A. Proposer shall comply with the Federal Highway Administration (“FHWA”) Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Design-Build Agreement only if domestic steel and iron will be used on the Project, and which also applies to utility work on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the price under the Design-Build Agreement.
- B. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Design-Build Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.
- C. At Proposer’s request, the Department may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Department.

PROPOSER	
SIGNATURE	
NAME (printed or typed)	
TITLE	
DATE	

DBE CERTIFICATION—Form H

**DISADVANTAGED BUSINESS ENTERPRISES
REQUIREMENTS**

The following goal for participation by Disadvantaged Business Enterprises is established for professional services and Construction Work under the Design-Build Agreement:

DBE

8.5% of the Contract Price under the Design-Build Agreement

Certification

By signing the Proposal, the Proposer certifies that (1) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that Design-Builder will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the Design-Build Agreement, Design-Builder will submit a DBE Performance Plan meeting the requirements set forth in the Design-Build Agreement.

Failure to submit the DBE Performance Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Bond provided by the Proposer will become property of the Department and the Proposer and Principal Participant will be precluded from participating in any reprocurement of the Design-Build Agreement for the Project.

[name]

[title]

CONTRACT PRICE—Form I

Contract Price - Provide the Contract Price to be included in the Design-Build Agreement. The Contract Price shall be a sum of all items included in the price allocation below.	\$
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Contract Price Allocation	
Provide the cost for the items described below which shall be included in the Contract Price.	
OR Period	
OR Period (30 Day Lump Sum Payment x 6) <div style="text-align: right;">\$ _____ x 6</div>	\$
Project Management	
Project Management	\$
Project Specific Overhead	\$
Bonds	\$
Warranties	\$
Insurance Premiums	\$
Design	
Mobilization after NTP1	\$10,000,000
Structures Design – Arkansas River Bridge	\$
Structures Design – UPRR Facilities	\$
Structures Design – Other Bridges	\$
Roadway Design	\$

Drainage Design	\$
Other Design	\$
Design Quality Management	\$
Geotechnical and Survey	\$
Third Party Coordination	\$
Construction	
Mobilization after NTP2	\$15,000,000
Construction Quality Management	\$
Earthwork / Demolition	\$
Utility Relocation	\$
Pavement, Subbase and Base Course	\$
Noise Barrier	\$
Structures - Bridges	\$
Structures – Retaining Walls	\$
Lighting, Signing, Striping	\$
ITS	\$
Environmental Monitoring and Mitigation	\$
Railroad Coordination / Flagging	\$
Maintenance of Traffic / Detours / Traffic Control	\$
Sidewalks, Landscaping, Aesthetics	\$
Other Incidental Construction (Proposer to describe)	\$

LR and NLR Aesthetic Requirements	
Additional Little Rock Aesthetic Requirements:	\$
Additional North Little Rock Aesthetic Requirements:	\$

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer’s attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines “organizational conflict of interest” as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that certain firms will not be allowed to participate on any Proposer’s team for the Project because of their work with the Department in connection with the Project procurement and document preparation and the Design-Build Agreement.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 9.155

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

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

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

3. Certification

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

Signature

Name

Title

Company Name

_____, 201_
Date

PROPOSAL SECURITY—Form K

(See separate document, below)

PROPOSAL SECURITY—Form K

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____
[NOTE: insert name of Proposer as the Principal and delete this bracketed text], as Principal and _____, as Surety or as Co-Sureties, each a _____ duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Arkansas, are hereby jointly and severally held and firmly bound unto the Arkansas State Highway Commission (the “Commission”) in the sum of \$10 million (the “Bonded Sum”).

WHEREAS, the Principal is herewith submitting its Proposal to design and construct the 30 Crossing Project through a Design-Build Agreement, which Proposal is incorporated herein by this reference and has been submitted pursuant to the Request for Proposals dated as of [_____, 201_] (as amended or supplemented, the “RFP”) issued by the Arkansas Department of Transportation (the “Department”), pursuant to authorization provided to the Department by the Commission, in accordance with the Instructions to Proposers, as amended (“ITP”) included in the RFP;

NOW, THEREFORE,

1. The condition of this Proposal Bond is such that, upon occurrence of any of the following events, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to the Commission as liquidated damages and not as a penalty, upon receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the “Co-Sureties”) of notice of such forfeiture from the Commission:

- (a) Principal’s receipt of written notice from the Commission that either (i) no Design-Build Agreement for the Project will be awarded by the Department pursuant to the RFP, or (ii) the Department has awarded a Design-Build Agreement for the Project, has received the executed Design-Build Agreement and other required documents, and does not intend to award the contract to the Principal; or
- (b) If the Commission has not previously delivered notice of forfeiture hereunder, failure of the Department to award the Design-Build Agreement to Principal within 180 days (or 270 days if the Department has extended the 180 day period to 270 days pursuant to the terms of the ITP) after the Proposal Due Date.

2. The Principal agrees to pay to the Commission the full Bonded Sum hereinabove set forth, as liquidated damages and not as a penalty, within ten days after occurrence of any of the following events:

- (a) Principal withdraws, repudiates or otherwise indicates in writing that it will not meet all or any part of its commitments made in its Proposal prior to the time allowed for execution of the Design-Build Agreement under the ITP, as such time may be extended pursuant to ITP Section 4.5, without the Department's consent; or
- (b) Principal is selected for negotiations and fails to engage in good faith negotiations with the Department as set forth in ITP Section 5.10.1;
- (c) Principal is the apparent best value Proposer and fails to provide the documents required under ITP Sections 6.1 and 6.1.1.

Principal and each Surety agrees and acknowledges that such liquidated damages are reasonable in order to compensate the Commission for damages it will incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of the Commission's transportation improvement program, with policy makers and with the general public, delays to the Project and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs). Principal further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that the Commission would incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal's costs and to avoid later Disputes over what amounts of damages are properly chargeable to Principal.

3. The following terms and conditions shall apply with respect to this Proposal Bond:

- (a) This Proposal Bond shall not be subject to forfeiture in the event that the Department disqualifies the Proposal based on a determination that it is non-responsive or non-compliant.
- (b) If suit is brought on this Proposal Bond by the Commission and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by the Commission in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.
- (c) Any extension(s) of the time for award of the Design-Build Agreement that Principal may grant in accordance with the Design-Build Agreement or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.

- (d) Correspondence or claims relating to this Proposal Bond should be sent to Surety at the following address(es):

SIGNED and SEALED this _____ day of _____, 201_.

Principal

By: _____

Co-Surety

By: _____
Attorney in Fact

By: _____

Co-Surety

By: _____
Attorney in Fact

By: _____

Co-Surety

By: _____
Attorney in Fact

ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

CLOSURES—Form L

Proposers shall include their maximum daily Closure commitments in the tables below. Maximum daily Closure commitments will be incorporated into the Contract and used for the purposes of calculating Lane Site Use Charges. See Section 22 of the Technical Provisions for requirements related to assessing Lane Site Use Charges.

I. Main Lanes - Closure Commitments and Lane Site Use Charge

Identify the daily Closure commitment for each Main Lane section described below. The daily Closure commitment shall not exceed 1,300 days for each section.

Project Section	Daily Closure Commitment (No. of Days)	Lane Site Use Charge
Northbound I-30		\$10,000
Southbound I-30		\$10,000
Eastbound I-40		\$10,000
Westbound I-40		\$10,000
Northbound Hwy 67		\$10,000
Southbound Hwy 67		\$10,000
Westbound I-630		\$10,000

II. Main Lanes – Full Closure Commitments and Lane Site Use Charge

Identify the daily Full Closure commitment for each Main Lane section described below. The daily Closure commitment shall not exceed 35 days total.

Project Section	Daily Full Closure Commitment (No. of Days)	Lane Site Use Charge
Northbound I-30		\$100,000
Southbound I-30		\$100,000
Eastbound I-40		\$100,000
Westbound I-40		\$100,000

III. Cross Streets and Ramps - Closures Commitments

Identify the daily Closure commitment for each Cross Street or Ramp described below. The daily Closure commitment shall not exceed 180 days for each Cross Street. With respect to the ramps, there is no not-to-exceed amount for the Lane Site Use Charges.

Cross Street or Ramp	Daily Closure Commitment (No. of Days)	Lane Site Use Charge
6th Street Overpass		\$6,200
6th Street SB Exit Ramp		\$4,600
9th Street Overpass		\$16,000
Hwy 10 Ramp Pair east of I-30		\$17,500
Hwy 10 Ramp Pair west of I-30		\$17,500

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION—Form M

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

(check one of the following boxes)

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

(check one of the following boxes)

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not Proposer, relationship to Proposer: _____

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “**Disclosure Form to Report Lobbying,**” in accordance with its instructions.

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

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

Date: _____, 201_

Signature

Title

Name of Entity

Title

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

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS—Form O

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

FINANCED IN PART BY THE U.S. GOVERNMENT

I, _____ hereby certify that
(Name and title of Certifying Officer)

(Name of Developer)

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

If any Major Participant is unable to certify to any of the statements in this certification, such prospective Major Participant shall attach an explanation to this certification.

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

Name of Developer _____

Street Address of Developer _____

City, State, Zip _____

Telephone Number of Developer _____

Signature of Certifying Officer

Date

Note: The above certification merely certifies that a Proposer and its Subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.

CERTIFICATION REGARDING RESTRICTION OF BOYCOTT OF ISRAEL—Form P
RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of Project	30 Crossing Project (CAP Project No: CA0602)
Role on Project	
Contractor name	

Contractor Signature: _____ Date: _____