

**Arkansas Department of  
Transportation**

**On-Call CM-GC Program**

**Request for Qualifications**

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Exhibit B	Contemplated CM-GC Projects
Exhibit C	CM-GC Scope of Preconstruction Services
Exhibit D	Required Forms
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	Form B Respondent Information
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Exhibit E	Form of CM-GC RFP
Exhibit F	Form of CM-GC Contract

## SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS

### 1.1 Introduction

The Arkansas Department of Transportation (the “**Department**”) is pleased to present this Request for Qualifications (“**RFQ**”) to prospective entities interested in submitting Statements of Qualifications (“**SOQs**”) to qualify as shortlisted respondents (“**Shortlisted Respondents**”) under the Department’s on-call construction manager general contractor (“**CM-GC**”) program (“**On-Call CM-GC Program**” or “**Program**”). Shortlisted Respondents will be entitled to respond to requests for proposals (“**RFPs**”) that the Department anticipates issuing for certain CM-GC projects (each, a “**Project**”). The form of RFP that the Department anticipates issuing for each Project is included with this RFQ as Exhibit E.

The Department is procuring each Project, and will enter into a contract (each, a “**CM-GC Contract**”) for each Project, on behalf of the Arkansas State Highway Commission. Upon selection by the Department for a Project pursuant to an RFP, the CM-GC will be required to execute a CM-GC Contract. The form of CM-GC Contract that the Department anticipates issuing for each Project is included with this RFQ as Exhibit F.

All firms desiring to qualify as Shortlisted Respondents (“**Respondents**”) are invited to submit SOQs. Respondents must comply with all requirements set forth in this RFQ during the shortlisting process and in their SOQs. Respondents shall take into consideration the Program goals identified in Section 1.2 in drafting their SOQs. Shortlisted Respondents shall also comply with all requirements of this RFQ for the duration of the On-Call CM-GC Program and during the procurement of each Project (except to the extent that such requirements may be modified by a Project RFP).

All forms identified in this RFQ are found in Exhibit D unless otherwise noted. All times in this RFQ are Central Standard Time (CST) or Central Daylight Savings Time (CDT), as applicable. Capitalized terms and acronyms not otherwise defined herein are defined in Exhibit A.

### 1.2 Program Goals

The Department’s goal for the On-Call CM-GC Program is to identify a shortlist of qualified contractors who may be engaged by the Department on a Project-by-Project basis through the CM-GC RFP process described in Section 3.0 below in order to:

- Facilitate introduction of the CM-GC delivery method into the Arkansas market and allow the Department to more effectively engage with potential CM-GC contractors who may be new to CM-GC delivery;
- Realize the benefits of CM-GC delivery for each Project, such as shorter project delivery times, risk mitigation, and greater cost certainty through early contractor involvement;
- Allow and encourage innovative ideas to improve quality, shorten construction time, optimize costs, and/or reduce impacts to the public, the environment, and others; and
- Foster collaboration, communication, and partnership with all members of the Project delivery team and stakeholders during design and construction of each Project.

## **SECTION 2.0 ON-CALL CM-GC PROGRAM**

### **2.1 CM-GC Contracting Method**

#### **2.1.1 CM-GC Process Preconstruction Services**

For each Project, the selected CM-GC will provide “**Preconstruction Services**” during the development of the design for the Project. The attached Exhibit C sets forth the scope of Preconstruction Services that the Department anticipates being provided by the CM-GC on each Project. The scope of Preconstruction Services required for each Project will be set forth in the RFP and CM-GC Contract for such Project.

The intent of the CM-GC process is to form a partnership between the Department (the owner and designer) and the CM-GC. The focus is on a partnership in which risk is minimized, construction schedule is optimized, innovation is introduced, and the Project is delivered within budget. An important role of the CM-GC is to work with the designer during the preconstruction phase to identify risks and propose solutions for mitigating risks. The Department anticipates that CM-GC involvement during preconstruction will help improve constructability and help meet budget goals. A major component of the involvement in regards to meeting budget goals will be the CM-GC’s development of open and transparent opinions of probable construction cost (“**OPCC**”) for the construction of the Project at pricing milestones as defined by the Department.

#### **2.1.2 CM-GC Process Construction**

Following the completion of the plans and specifications for the entire Project, the CM-GC will be given an opportunity to construct the Project upon reaching agreement with the Department on the guaranteed maximum price (“**GMP**”). By entering into the CM-GC Contract, the Department is not obligating itself to award a contract for construction work to the CM-GC if, for instance, the parties cannot agree on a GMP. Upon review, negotiation, and approval of the GMP, and subject to FHWA concurrence, the Department may award a contract for the construction work for the Project to the CM-GC by entering into a GMP amendment with the CM-GC as described in the CM-GC Contract. The GMP amendment will provide the CM-GC authorization and notice to proceed with construction work on the Project.

#### **2.1.3 Independent Cost Estimator**

The Department will assign an independent cost estimator (“**ICE**”) for each Project. The ICE will develop independent cost estimates for the Project at the same milestones that the CM-GC develops OPCCs. The purpose of the ICE will be to validate the costs submitted by the CM-GC at each pricing milestone. The CM-GC Contractor will coordinate with the Department and the ICE throughout the preconstruction phase of the Project.

### **2.2 Anticipated Projects**

The attached Exhibit B sets forth a description of each of the Projects for which the Department anticipates issuing an RFP. This list is preliminary, however, and is subject to change at the Department’s discretion.

### **2.3 Federal Requirements**

In order to preserve the ability of the Department to use federal funding for the Projects, the Procurement Process and each CM-GC Contract must comply with applicable federal laws. Each RFP will set forth further details regarding applicable federal requirements, including with respect to goals for the participation of Disadvantaged Business Enterprises (DBEs) and the NEPA process. Neither Preconstruction Services associated with final design, nor any construction activities, will be allowed to

be initiated or proceed (even on an at-risk basis) prior to completion of the NEPA process for each Project. The CM-GC will not have any decision-making responsibility with respect to the NEPA process, but will be required to implement environmental and mitigation measures and commitments made in the NEPA determination as described in the CM-GC Contract for the Project.

## **SECTION 3.0      PROCUREMENT PROCESS**

The Procurement Process (as defined in Exhibit A) intended to be used by the Department for the On-Call CM-GC Program is described below; *provided* that the Department reserves the right, in its sole discretion, to modify the Procurement Process to comply with applicable law and/or to address the best interests of the Department and the State of Arkansas, including canceling the Program.

### **3.1      RFQ Phase**

The RFQ phase of the Procurement Process is designed to identify the most highly qualified Respondents to potentially enter into CM-GC Contracts for the Projects. The Department will evaluate the SOQs submitted in response to this RFQ and intends to establish, in accordance with the evaluation processes and criteria generally outlined herein, a shortlist (the “**Shortlist**”) of those Respondents qualified to potentially enter into one or more CM-GC Contracts with the Department. Only the Shortlisted Respondents will be eligible to respond to any RFP issued with respect to a Project.

#### **3.1.1      RFQ Schedule**

The following represents the current anticipated schedule for the RFQ phase (as amended by Addendum, the “**RFQ Schedule**”). Although the Department intends to adhere to this schedule, the RFQ Schedule is subject to modification at any time at the sole discretion of the Department. Respondents will be notified of any changes in the RFQ Schedule by RFQ Addendum.

<b><u>EVENT</u></b>	<b><u>DATE and TIME</u></b>
Issue RFQ	April 26, 2022
Last date for Respondent registration	May 6, 2022
Mandatory pre-SOQ meeting with Respondents	May 10, 2022
Respondent RFC Deadline for RFQ	May 24, 2022
Last date for issuance of Addenda and Department responses to Respondent RFCs	May 31, 2022
<b>SOQ Due Date</b>	<b>June 14, 2022</b>
Date of anticipated announcement of Shortlist	July 28, 2022

Where the RFQ provides a deadline or due date for submission of documents, correspondence or other materials to the Department, the submission will only be considered timely if the Department receives the submission by the date and, if applicable, the time identified. If no time is identified in the RFQ Schedule, then such submittals shall be due at 3 P.M. Except as otherwise noted, all submissions to the Department required or permitted by this RFQ must be made by email to the Department’s Authorized Representative, using the appropriate forms, if applicable, provided in this RFQ.

### **3.1.2 Addenda**

The Department may issue one or more Addenda to this RFQ in its discretion.

## **3.2 RFP Phase**

Following the identification of the Shortlist, the Department anticipates releasing separate RFPs for each of the Projects described in Exhibit B. The timing of the release of each RFP has not yet been determined, but the Department anticipates that the first two RFPs will be issued in 2022 and the third will be issued in 2023. The amount of time between the release of an RFP and the proposal due date under such RFP will be set forth in the RFP, but the Department anticipates a response time of four to six weeks from RFP issuance to the proposal due date.

When responding to an RFP, the Shortlisted Respondents may team up with other Shortlisted Respondents in accordance with the requirements set forth in the RFP.

### **3.2.1 RFP Documents**

A template form of RFP, which the Department anticipates using for each of its RFPs under the On-Call CM-GC Program, is attached hereto as Exhibit E. The form of RFP includes the proposal requirements anticipated under each of the RFPs.

A draft CM-GC Contract will be included with each RFP. The form of CM-GC Contract that the Department anticipates issuing with each RFP is attached hereto as Exhibit F. The form of CM-GC Contract includes the contract terms anticipated to be applicable to each Project, including terms addressing both the CM-GC Preconstruction Services and the construction work.

## **3.3 Obligations of Shortlisted Respondents**

### **3.3.1 Reporting Changes in Organization**

Shortlisted Respondents must report to the Department any change in entity structure, including any merger, consolidation, dissolution, acquisition of subsidiary, or other similar change, along with such other information as reasonably requested by the Department. If the Department determines, in its discretion, that any such change will adversely affect a Shortlisted Respondent's ability to participate in the On-Call CM-GC Program, then the Department may remove the Shortlisted Respondent from the Shortlist.

### **3.3.2 Reporting Changes in Key Personnel**

Any proposed changes in Key Personnel from those identified in a Shortlisted Respondent's SOQ are subject to Department approval. Prior to any such change, the Shortlisted Respondent must submit a package that includes a description of the proposed change in Key Personnel from those identified in the SOQ, along with all material that would have had to be submitted for such person in connection with the SOQ. The Department shall review such material and, in its sole discretion, determine whether to approve the change. If a Shortlisted Respondent makes any change to a Key Personnel without Department approval, the Department may remove the Shortlisted Respondent from the Shortlist.

### **3.3.3 Changes in Department Prequalification**

Shortlisted Respondents must maintain their Department Prequalification as described in Section 5.4 as a condition to remaining on the Shortlist. Any change in a Shortlisted Respondent's Department Prequalification status must be immediately reported to the Department.



### **3.3.4 Reporting Changes in Bonding Capacity**

Shortlisted Respondents must maintain the ability to obtain a performance and payment bond for a minimum amount of \$20 million each, as reflected in the Surety letter required as part of the SOQ pursuant to Section 7.2.8. If a Shortlisted Respondent loses such ability or has reason to suspect they might lose such ability, then the Shortlisted Respondent must immediately report such loss or potential loss to the Department. Following such report, the Department may remove the Shortlisted Respondent from the Shortlist.

### **3.3.5 Removal from Shortlist**

The Department may, in its discretion, cancel the On-Call CM-GC Program at any time and remove all Shortlisted Respondents from the Shortlist. In addition, following the selection of the Shortlist, if the Department has reasonable grounds to determine that a Shortlisted Respondent's situation has changed in a manner that makes it less capable to perform the role of a CM-GC, including for any of the reasons set forth above in Sections 3.3.1 – 3.3.4, then the Department may remove the Shortlisted Respondent from the Shortlist in its discretion.

### **3.3.6 Review of Documents**

Following the selection of the Shortlist, the Department may, in its discretion, request that Shortlisted Respondents review and provide any comments on the Department's forms of procurement and contract documents, including the form of CM-GC Contract. Shortlisted Respondents must respond to any such requests in good faith and must comply with the process and timeline established by the Department in its discretion.

## **3.4 SOQ Development Costs**

The Department will not provide any Respondent with reimbursement for any costs incurred in connection with this procurement, and the Respondent is solely responsible for all costs and expenses, of any nature, associated with responding to this RFQ or any RFP, including submitting RFCs and providing any other submittals, supplemental information, or responses to the Department.

## **3.5 Ownership of SOQ**

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

## **SECTION 4.0 COMMUNICATIONS AND PUBLIC DISCLOSURE**

### **4.1 Communications Protocol**

#### **4.1.1 Department Authorized Representative and Procurement Point of Contact**

The Department has designated the following individual to be its authorized representative for the procurement (the “**Authorized Representative**”):

Tom Fisher  
Alternative Delivery Project Manager  
Arkansas Department of Transportation  
10324 Interstate 30  
Little Rock, AR 72209  
E-mail: [alternativedelivery@ardot.gov](mailto:alternativedelivery@ardot.gov)

All communications related to the On-Call CM-GC Program or the Procurement Process will be provided from the Department's Authorized Representative.

Each Respondent shall timely register with the Department by submitting Form K by email to the Department's Authorized Representative by the applicable deadline set forth in Section 3.1.1. The Department reserves the right to reject any SOQ submitted by a Respondent that did not timely register pursuant to this Section 4.1.1.

As part of Form K, each Proposer will identify a procurement point of contact ("PPC"). The PPC will be responsible for initiating or receiving all communication with the Department and must be delegated the full authority of the Respondent to communicate with the Department throughout the Procurement Process. Following registration, all Respondent submissions and communications with the Department must be made through the PPC.

The Department 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.

#### **4.1.2 Rules of Contact**

The rules of contact described herein apply from release of this RFQ until, with respect to any Project, release of the RFP for such Project, or until the formal cancellation or termination of the On-Call CM-GC Program by the Department.

Each Respondent must comply with all applicable laws and refrain from lobbying any Governmental Authority in connection with the Procurement Process. During the Procurement Process, no employee, member, agent, advisor, or consultant of any Respondent may undertake any ex-parte communications, directly or indirectly, regarding this procurement with any representative of the State, Department, or FHWA, including their staff, advisors, contractors, or consultants, except for communications expressly permitted by this RFQ or an RFP issued under the On-Call CM-GC Program.

Following its determination to respond to this RFQ, each Respondent may not communicate with another Respondent with regard to the Procurement Process, the SOQ, or any other Respondent's SOQ; *provided, however*, that following release of an RFP a Shortlisted Respondent may communicate with another Shortlisted Respondent for purposes of teaming in accordance with the requirements set forth in the RFP.

#### **4.1.3 Requests for Clarification and Procurement Point of Contact**

Respondents shall be responsible for reviewing the RFQ and any Addenda issued by the Department prior to the SOQ Due Date, and for requesting written clarification or interpretation of any perceived mistake, discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision, which Respondent fails to understand. Respondents shall submit written requests for clarification ("RFCs"), including questions and comments regarding the RFQ and requests to correct errors, in accordance with this Section 4.1.3.

The Department will only consider RFCs if submitted by email to the Department's Authorized Representative in accordance with the requirements described below. No telephone or oral requests will be considered.

RFCs shall be submitted prior to the date specified in Section 3.1.1 as "**RFC Deadline**" using Form J. In completing Form J, Respondents shall specify the relevant document (e.g., the RFQ Exhibit), including the relevant page and section number, for reference. The subject line of any RFC submittal email shall read as follows: "[Respondent Name]: RFCs for the On-Call CM-GC Program."

The Department may elect, at its discretion, to respond to RFCs through written responses. Any written responses to RFCs given by the Department will be for the information of the Respondents only and will not become part of the RFQ unless an Addendum is issued incorporating changes into the RFQ. Responses to RFCs will be provided to all Respondents unless the Department, in its discretion, determines that a question is confidential. If any question is determined by the Department to be confidential, the response will be transmitted exclusively to the applicable Respondent; *provided, however*, that if the Department determines that it is appropriate to provide a general response, the Department will modify the question to remove any information that the Department determines is confidential before issuing the general response.

#### **4.1.4 Mandatory Pre-SOQ Meeting**

The Department will hold a pre-SOQ meeting for Respondents. The meeting will be open to all Respondents, and participation is mandatory. At the meeting, the Department anticipates providing additional information regarding the On-Call CM-GC Program and the Procurement Process. Additional information about the meeting, including regarding the submission of questions, will be provided to PPCs in advance of the meeting.

Any responses provided by the Department during the pre-SOQ meeting may not be relied upon. The Department may, in its discretion, and subject to Section 4.1.3 above, subsequently respond in writing to questions or comments raised in the pre-SOQ meeting and/or incorporate the substance of its responses into the RFQ by Addenda.

#### **4.2 Confidentiality/Public Information Act Disclosure Requests**

The Procurement Process will be conducted in accordance with the Arkansas "**Freedom of Information Act of 1967**," as amended through A.C.A. § 25-19-101 *et seq.* ("**FOIA**"). Respondents are encouraged to familiarize themselves with FOIA, the federal Freedom of Information Act, and any other laws applicable to the disclosure of documents submitted in connection with this RFQ and to the matter of confidentiality and public information. The Department will not advise a Respondent as to the nature or content of documents entitled to protection from disclosure under such laws or as to the interpretation of such laws, or as to the definitions of proprietary, privileged, or confidential trade secrets or commercial or financial information.

To the extent consistent with FOIA, all records related to this Procurement Process, including, but not limited to, SOQs and any records created during the evaluation and selection process, will remain protected records until the termination of the On-Call CM-GC Program, except for the Department's responsibility to publicly disclose certain information about the SOQs, such as the name of each Respondent. Respondents are advised that the information contained in Form E (Conflict of Interest Disclosure Statement) of each SOQ may be publicly disclosed by the Department at any time pursuant to the Department's obligation. After termination of the On-Call CM-GC Program, the Department has the responsibility to publicly disclose any and all portions of all the SOQs as the Department determines

appropriate in accordance with applicable law. SOQ materials will not be returned to the submitting party, except as determined by the Department in accordance with applicable law.

Nothing contained in this RFQ shall modify or change the obligations of the Department under FOIA or other applicable law. Determinations regarding the confidentiality of SOQ information or other materials submitted as part of this Procurement Process will be made by the Department in accordance with applicable law. Under no circumstances will the Department be responsible or liable to a Respondent or any other party as a result of disclosing any such materials.

#### **4.3 Observers During Evaluation**

Respondents are advised that observers from federal or other agencies, as well as Department consultants, may observe the SOQ evaluation process and will be permitted to review the SOQs after the SOQ Due Date.

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

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

### **SECTION 5.0 REQUIREMENTS FOR RESPONDENTS**

#### **5.1 Organizational Conflicts of Interest**

The regulations contained in 23 CFR Part 636, Subpart A, and, in particular, in Subsection 636.116, regarding organizational conflicts of interest apply to this procurement and the RFQ. Respondents are advised that these rules may preclude certain firms and their Affiliates from participating on a Respondent team. The Department has identified the following non-exhaustive list of firms that are believed to have an organizational conflict of interest: Garver-USA, Inc.; Mayer Brown LLP; and Innovative Contracting and Engineering, LLC.

By submitting its SOQ, each Respondent agrees that, if an organizational conflict of interest (as defined in the above-mentioned regulations) is thereafter discovered, Respondent must make an immediate and full written disclosure to the Department that includes a description of the action that Respondent has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Department may, at its sole discretion, cancel the procurement, disqualify Respondent with a conflict, or take other action as necessary to mitigate the conflict. If Respondent was aware of an organizational conflict of interest prior to selection as a Shortlisted Respondent and did not disclose the conflict to the Department, the Department may pursue all available remedies, including removal of the Respondent from the Shortlist.

#### **5.2 Debarment or Suspension**

No firm may be a Respondent to the extent that such firm (a) as of the SOQ Due Date, is currently debarred, suspended, disqualified, or removed from bidding or performing work for the State of Arkansas, the federal government, or more than three state governments, or is subject to any proposed or pending debarment, suspension, or similar action; or (b) in the past three years prior to the SOQ Due Date, has been debarred, suspended, disqualified, or removed from bidding or performing work for the State of Arkansas, the federal government, or more than three state governments; in each case, excluding any instances in which the firm was disallowed from bidding on Department projects due to liquidated damages owed or pending on other projects. Each Respondent will be required to acknowledge and certify that it meets the requirements of this section at the time of SOQ submission.

### **5.3 Business Integrity**

The Department considers the integrity of all firms and personnel involved in the On-Call CM-GC Program to be of high importance. No Respondent, nor any owner, officer, partner, director, or financial controller of such firm, or respective employee involved in the On-Call CM-GC Program, may participate as a part of a Respondent team if such firm or person cannot meet the requirements of Sections 8.3.1(c) and (d).

Each Respondent will be required to submit Form C in accordance with the requirements set forth herein.

### **5.4 Department Prequalification**

Each Respondent must be prequalified prior to the SOQ Due Date in accordance with the Department's Standard Specifications Edition of 2014, Section 102 ("**Department Prequalification**"). Information concerning Department Prequalification may be found on the Department website at:

[https://www.ardot.gov/wp-content/uploads/2020/11/Prequalification-Questionnaire\\_2017\\_Fillable.pdf](https://www.ardot.gov/wp-content/uploads/2020/11/Prequalification-Questionnaire_2017_Fillable.pdf).

The Respondent should allow a minimum of two weeks for the Department to process a Department Prequalification application. Information on the Department Prequalification process and copies of the prequalification questionnaire are available from the Construction Contract Procurement Section of the Department Program Management Division. The Respondent is responsible for ensuring that it is prequalified with the Department prior to the SOQ Due Date. Failure by the Respondent to meet the requirements of Department Prequalification may result in the Respondent being disqualified from the Procurement Process.

### **5.5 Bonding Capacity**

In order to demonstrate that the Respondent has sufficient bonding capacity to serve as CM-GC on the Projects, the SOQ must include a Surety letter that satisfies the requirements set forth in Section 7.2.8.

## **SECTION 6.0 SOQ SUBMITTAL AND FORMAT REQUIREMENTS**

### **6.1 SOQ Contents**

The instructions and requirements for the Administrative Information and the Technical Information are set forth in Section 7. Each component of the SOQ shall be organized in the order listed in Section 7.1 and shall be clearly indexed. Any failure to provide all the information and all completed forms in the format specified or submittal of an SOQ subject to any reservations, qualifications, conditions, or assumptions may result in the Department's rejection of the SOQ or giving the SOQ a lower rating.

### **6.2 General Submittal Requirements**

Each SOQ shall include Administrative Information and Technical Information meeting the requirements set forth in Section 7. SOQs shall be prepared on letter-size (8.5" x 11") paper, written in the English language and using U.S. Customary units.

#### **6.2.1 SOQ Due Date**

The completed SOQ shall be delivered no later than the SOQ Due Date and time specified in Section 3.1.1 to the address specified in Section 6.2.5 below.

### **5.3 Business Integrity**

The Department considers the integrity of all firms and personnel involved in the On-Call CM-GC Program to be of high importance. No Respondent, nor any owner, officer, partner, director, or financial controller of such firm, or respective employee involved in the On-Call CM-GC Program, may participate as a part of a Respondent team if such firm or person cannot meet the requirements of Sections 8.3.1(c) and (d).

Each Respondent will be required to submit Form C in accordance with the requirements set forth herein.

### **5.4 Department Prequalification**

Each Respondent must be prequalified prior to the SOQ Due Date in accordance with the Department's Standard Specifications Edition of 2014, Section 102 ("**Department Prequalification**"). Information concerning Department Prequalification may be found on the Department website at:

[https://www.ardot.gov/wp-content/uploads/2020/11/Prequalification-Questionnaire\\_2017\\_Fillable.pdf](https://www.ardot.gov/wp-content/uploads/2020/11/Prequalification-Questionnaire_2017_Fillable.pdf).

The Respondent should allow a minimum of two weeks for the Department to process a Department Prequalification application. Information on the Department Prequalification process and copies of the prequalification questionnaire are available from the Construction Contract Procurement Section of the Department Program Management Division. The Respondent is responsible for ensuring that it is prequalified with the Department prior to the SOQ Due Date. Failure by the Respondent to meet the requirements of Department Prequalification may result in the Respondent being disqualified from the Procurement Process.

### **5.5 Bonding Capacity**

In order to demonstrate that the Respondent has sufficient bonding capacity to serve as CM-GC on the Projects, the SOQ must include a Surety letter that satisfies the requirements set forth in Section 7.2.8.

## **SECTION 6.0 SOQ SUBMITTAL AND FORMAT REQUIREMENTS**

### **6.1 SOQ Contents**

The instructions and requirements for the Administrative Information and the Technical Information are set forth in Section 7. Each component of the SOQ shall be organized in the order listed in Section 7.1 and shall be clearly indexed. Any failure to provide all the information and all completed forms in the format specified or submittal of an SOQ subject to any reservations, qualifications, conditions, or assumptions may result in the Department's rejection of the SOQ or giving the SOQ a lower rating.

### **6.2 General Submittal Requirements**

Each SOQ shall include Administrative Information and Technical Information meeting the requirements set forth in Section 7. SOQs shall be prepared on letter-size (8.5" x 11") paper, written in the English language and using U.S. Customary units.

#### **6.2.1 SOQ Due Date**

The completed SOQ shall be delivered no later than the SOQ Due Date and time specified in Section 3.1.1 to the address specified in Section 6.2.5 below.

### **6.2.2 Signatures Required**

Signatures on documents included in the original Administrative Information or Technical Information may be original (handwritten) or electronic (digital) signatures. Electronic signatures must be applied by an authorized representative using Adobe Sign or DocuSign and be accompanied by a written statement acknowledging the intent of the signatory, and that of the party on whose behalf the signatory is signing, that the signature be binding.

### **6.2.3 Requirement to Submit Compliant SOQ**

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

### **6.2.4 Format**

Hardcopy submittals must be bound in one or more binders, each of which shall be labeled to indicate the binder's contents and the name of the Respondent. Electronic copy submittals shall be submitted on a single USB flash drive including searchable PDFs (preferably with an electronic table of contents) with each file size no greater than 100 MB, with separate PDFs for each of the Administrative Information and Technical Information (or components thereof, if necessary to meet file size requirements or as expressly permitted in this Section 6).

Except for signatures and signature block information, which may be handwritten, all SOQ materials, whether hardcopies or electronic copies, must be typed, with a font size no smaller than 11-point. Printed lines may be single-spaced. Double-sided printed paper is encouraged for hardcopy submittals.

### **6.2.5 Additional Requirements for SOQ Delivery**

The completed SOQ shall be submitted and delivered in a recyclable, low-cost, sealed box or other container. The SOQ is to be delivered to the Department at the following address:

Arkansas Department of Transportation  
10324 Interstate 30  
Little Rock, AR 72209  
Attn: Mr. Tom Fisher, Alternative Delivery Project Manager

The required hardcopy original of the Administrative Information and Technical Information, and the USB drive containing the requisite electronic copies of each, shall be submitted in a single box or container labeled “[Respondent Name]: SOQ for the On-Call CM-GC Program (Original).” The original hardcopy Administrative Information and Technical Information shall be clearly identified as “original.”

## **SECTION 7.0 SOQ CONTENTS**

### **7.1 Outline of SOQ Contents**

Respondent's SOQ shall contain the elements set forth in the outline below, which are described further in this Section 7.0.

Volume 1 – Administrative Information	
Section A	Form A – Transmittal Letter
Section B	Form B – Respondent Information
Section C	Form C – Responsible Respondent Questionnaire
Section D	Compliance Forms
	Form D – Non-Collusion Affidavit
	Form E – Conflict of Interest Disclosure Statement
	Form F – Debarment and Suspension Certification
Section E	Surety Letter
Volume 2 – Technical Information	
Section A	Form G – Respondent Experience
Section B	Key Personnel Qualifications and Experience
	(1) Form H-1 – Key Personnel List
	(2) Form H-2 – Key Personnel Experience
Section C	Form I – Understanding of CM-GC Delivery

### **7.2 Administrative Information**

#### **7.2.1 General Requirements**

The binder containing the original Administrative Information shall be clearly labeled “[Respondent Name]: Original Administrative Information for the On-Call CM-GC Program.”

Respondent shall also provide one electronic copy of the complete Administrative Information in PDF format on the USB flash drive.

No page limits apply to the Administrative Information.

#### **7.2.2 Transmittal Letter (Form A)**

The Administrative Information shall include the Transmittal Letter (Form A), which must be signed by an authorized officer of the Respondent.

#### **7.2.3 Informational Forms (Forms B) and Legal Information**

The Administrative Information shall include a signed statement by the Respondent attesting that it is currently prequalified with the Department.



The Administrative Information shall include a completed Form B providing information about Respondent as specified therein.

#### **7.2.4 Responsible Respondent Questionnaire (Form C)**

The Administrative Information shall include a completed Form C executed by the same individual who signs the Transmittal Letter.

#### **7.2.5 Non-Collusion Affidavit (Form D)**

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

#### **7.2.6 Organizational Conflict of Interest Disclosure (Form E)**

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

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

The Administrative Information shall include a certification on Form F with respect to the Respondent.

#### **7.2.8 Surety Letter**

The Administrative Information shall include a letter from a surety company (“**Surety**”) that meets the following requirements:

- (a) The letter includes a statement that the Respondent is capable of obtaining a performance bond and payment bond for a minimum amount of \$20 million for each such bond, and may not state that the Respondent has “unlimited” bonding/security capability;
- (b) Such Surety is listed in the current United States Secretary of the Treasury, Fiscal Service, Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies;
- (c) Such Surety is rated in the top two categories by two nationally recognized rating agencies or has at least an A minus (A-) or better and Financial Size Category of Class VIII or better rating by A.M. Best and Company, and evidence of the Surety’s rating must be attached to the letter; and
- (d) The letter must include a statement that the Surety has read the RFQ and has evaluated the backlog and work-in-progress of the Respondent in determining its bonding capacity.

### **7.3 Technical Information**

#### **7.3.1 General Requirements**

The binder containing the original Technical Information shall be clearly labeled “[Respondent Name]: Original Technical Information for the On-Call CM-GC Program.”

Respondent shall also provide one electronic copy of the Technical Information in PDF format on the USB flash drive.

All pages of the Technical Information (both the original hardcopy and the electronic copies) shall be sequentially numbered. Components of the Technical Information shall comply with applicable page limits specified herein.

### 7.3.2 Respondent Experience

The Technical Information shall include evidence of the Respondent's ability to deliver a highway project for the Department. The Respondent shall include a narrative (not to exceed one page) describing the firm's competency, capability, and capacity to deliver a transportation project with an anticipated total construction value of \$10,000,000 to \$25,000,000. The Respondent also shall use Form G to provide details for three reference projects, completed in the last 10 years or currently near completion, that demonstrate the Respondent's capabilities. The description of each reference project may not be extended beyond the space allowed in the relevant box set forth on Form G.

### 7.3.3 Key Personnel Qualifications and Experience

The Technical Information shall include a completed Key Personnel List using Form H-1 identifying the individuals who may serve in a required Key Personnel role described in the table below. The Respondent shall submit at least one individual that meets the experience and qualification requirements defined in the table below. The Respondent may submit multiple individuals for the same Key Personnel role during this RFQ phase of the procurement. During the RFP phase, the Proposer will identify a single individual who will serve in the Key Personnel position.

Each individual proposed to serve in a required Key Personnel position must meet the minimum qualifications and experience and satisfy the requirements identified in the following table. The Respondent shall include a completed Key Personnel Experience Form using Form H-2 for each individual identified in the Key Personnel List to demonstrate that they meet the minimum requirements. The description of each project set forth in an individual's Key Personnel Experience Form shall not exceed one page, but there are no limits on the overall length of each individual's Key Personnel Experience Form.

Key Personnel Position	Description of Role and Minimum Qualifications/Experience
Project Manager (PM)	<p><b>Description:</b> Overall project manager (“<b>Project Manager</b>”) for the CM-GC Preconstruction Services and construction work. This person will be directly involved in the CM-GC services and have direct oversight over the construction phases, if the CM-GC is selected as the General Contractor for the construction of the Project. The PM is designated as the single point of contact throughout any awarded Projects and must be delegated with the authority to make decisions affecting any aspect of such Projects.</p> <p><b>Qualifications and Experience:</b> The Project Manager shall possess experience (10 years preferred) in managing the construction of highway projects, at least one of which with a construction value of at least \$10,000,000 and shall have managed the complete construction of at least one project of similar scale. Personnel experience forms must demonstrate relevant experience, including collaboration with project owners and stakeholders and experience identifying and mitigating risks. Registration as a Professional Engineer in the State of Arkansas is preferred.</p>

Key Personnel Position	Description of Role and Minimum Qualifications/Experience
Construction Manager (CM)	<p><b>Description:</b> The construction manager (“<b>Construction Manager</b>”) is expected to be directly involved in the CM-GC Preconstruction Services and construction work. If the Respondent is selected as the general contractor for the construction of any Project, then the CM shall be directly involved in and have full oversight of such Project construction until the Project is accepted by the Department.</p> <p><b>Qualifications and Experience:</b> The Construction Manager shall possess experience (10 years preferred) in managing the construction of highway projects, at least one of which with a construction value of at least \$10,000,000 and shall have managed the complete construction of at least one project of similar scale. Personnel experience forms must demonstrate relevant experience in design plan constructability reviews and experience identifying and mitigating risks.</p>
Lead Cost Estimator (LCE)	<p><b>Description:</b> The lead cost estimator (“<b>Lead Cost Estimator</b>”) is expected to be involved in all aspects of the CM-GC Preconstruction Services where price, risk, schedule, and other factors relevant to estimating/bidding are discussed.</p> <p><b>Qualifications and Experience:</b> The LCE shall possess experience (10 years preferred) in estimating and bidding construction projects, at least one of which with a construction value of at least \$10,000,000. Personnel experience forms must demonstrate relevant experience in project cost estimating services.</p>
Lead Scheduler (LS)	<p><b>Description:</b> The lead scheduler (“<b>Lead Scheduler</b>”) is expected to be involved in all aspects of the CM-GC Preconstruction Services and construction work where price, risk, staffing, labor, schedule, and other factors relevant to schedule and resource loading are discussed.</p> <p><b>Qualifications and Experience:</b> The LS shall possess a minimum of five years of experience in scheduling construction projects, at least one of which with a construction value of at least \$10,000,000. Experience with Primavera P6 shall be demonstrated in the personnel experience forms.</p>

#### 7.3.4 Understanding of CM-GC Delivery

The Technical Information shall include a completed Form I regarding the use of CM-GC delivery. The response to each question on Form I may not be extended beyond the single page provided for each question in Form I. The Department encourages concise responses aligned with the question asked. Length of response will not be a factor in evaluation.

## SECTION 8.0 EVALUATION PROCESS

### 8.1 General

Each SOQ will be reviewed for: (a) conformance to the RFQ instructions regarding organization; (b) format and the responsiveness of the SOQ to the requirements set forth in this RFQ; and (c) minor

informalities, irregularities and apparent clerical mistakes that are unrelated to the substantive content of the SOQ.

Those SOQs not responsive to this RFQ may be excluded from further consideration, and the Respondent will be so advised. The Department may also exclude from consideration any Respondent whose SOQ contains a material misrepresentation.

## **8.2 Review and Evaluation of the SOQ**

The Respondent must submit all information requested in the RFQ in accordance with the criteria provided in Section 6.0. The information will be evaluated in accordance with the evaluation scoring criteria (“**ESC**”) for pass/fail evaluation (“**Pass/Fail Criteria**”) listed in Section 8.3.1 and for the technical evaluation (“**Technical Criteria**”) listed in Section 8.3.3.

## **8.3 Evaluation Scoring Criteria for the SOQ**

The ESC is comprised of Pass/Fail Criteria and Technical Criteria. Following, or in conjunction with, evaluation of each SOQ for responsiveness, the Department will evaluate each SOQ based on the Pass/Fail Criteria. An SOQ must be determined to be responsive and obtain a “pass” on all Pass/Fail items in order for such SOQ to be evaluated qualitatively under the Technical Criteria.

### **8.3.1 Responsiveness; Pass/Fail Criteria**

The following are the Pass/Fail Criteria:

(a) The SOQ contains all material RFQ requirements set forth herein, subject to the Department’s determination (in its sole discretion) to disregard minor informalities, irregularities or apparent clerical mistakes.

(b) Neither the Respondent, nor any owner, officer, partner, director, or financial controller of the Respondent, nor any of its respective employees, has, in the past three years prior to the SOQ Due Date:

(1) Been convicted or included as the defendant in a criminal or civil judgment rendered against the firm or relevant individual by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty;

(2) Been indicted or otherwise criminally or civilly charged by a Governmental Authority with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; or

(3) Participated as a prime contractor or equity partner in (i) a contract that was terminated for cause or default by the State of Arkansas or the federal government or (ii) contracts that were terminated for cause or default by two or more other governmental authorities;

(c) The Respondent is not currently debarred, suspended, disqualified, or removed from bidding, nor has it been in the past three years prior to the SOQ due date. (See Form C.) The Department’s temporary removal of the Respondent from construction bidding due to liquidated damages pending on other projects will not, by itself, result in a fail rating on this criterion.

(d) Neither the Respondent nor any owner, officer, partner, director, or financial controller of the Respondent, or any respective employee included in the SOQ, has been convicted or indicted in civil

or criminal cases or judgments, or participated as a prime contractor or equity partner in contracts terminated for cause or defaults within the past three years prior to the SOQ Due Date. (See Form C.)

(e) The Respondent has provided a letter from a Surety that meets each of the requirements set forth in Section 7.2.8.

### **8.3.2 Pass/Fail and Responsiveness Determination**

Should an SOQ obtain a pass rating on all of the Pass/Fail Criteria and be determined to be responsive, the SOQ will be further evaluated under the Technical Criteria. Any SOQ that fails to achieve a pass rating on any Pass/Fail Criteria or is determined non-responsive will not be evaluated further and the Respondent will be unable to be selected for the Shortlist.

### **8.3.3 Technical Criteria**

The Technical Criteria will be evaluated as follows:

(a) **Respondent Experience (20 Points Max.):** The Respondent's experience will be evaluated on the basis of the demonstrated competency, capability, and capacity of the Respondent to successfully deliver a highway project with an anticipated total construction value of at least \$10,000,000. Specifically, the Department will evaluate the extent to which the Respondent's experience demonstrates:

- (1) Experience and capacity to deliver projects of a similar scale or greater;
- (2) Capability and experience to coordinate with professional service providers and stakeholders; and
- (3) Experience identifying and implementing innovative concepts into projects.

The information provided in the SOQ regarding the Respondent's project experience, including Form G, will be used as deemed appropriate by the Department for the evaluation of such firms' technical experience and capability. At its discretion, the Department may elect to use other information provided in the SOQ, including disclosures, to make inquiries about or otherwise further examine the Respondent's technical experience and capability and may take into account such inquiries and examinations in assessing the criteria above.

(b) **Key Personnel Experience and Qualifications (30 Points Max.):** The Respondent will be evaluated on the background, experience, and past performance of its required Key Personnel. Key Personnel will be evaluated based on the extent to which:

- (1) The required Key Personnel meet or exceed minimum requirements for qualifications and experience; and
- (2) The depth of resources identified for each of the Key Personnel roles.

The information provided in the SOQ regarding the Respondent's Key Personnel, including the Forms H, will be used as deemed appropriate by the Department to assist in the evaluation of the Key Personnel qualifications and experience. At its discretion, the Department may elect to use other information provided in the SOQ, including disclosures, to make inquiries about or otherwise further examine the Respondent's technical qualifications and capability and may take into account such inquiries and examinations in assessing the criteria above.

(c) **Understanding of CM-GC Delivery (50 Points Max.):** The Respondent will be evaluated on the responses to questions in Form I based on the extent to which the responses demonstrate

understanding of the CM-GC delivery method and ability to engage in a collaborative approach to achieving timely and efficient delivery of projects.

The information provided in the SOQ regarding the Respondent's understanding of CM-GC delivery, including Form I, will be used as deemed appropriate by the Department to assist in the evaluation of the Respondent's qualifications. At its discretion, the Department may elect to use other information provided in the SOQ, including disclosures, to make inquiries about or otherwise further examine the Respondent's technical qualifications and capabilities. The Department may take into account such inquiries and examinations in assessing the criteria above.

#### **8.4 Right to Contact**

The Department reserves the right to contact the references on past projects, Key Personnel provided by the Respondent in the SOQ, and any other agencies and contacts known to have recent history with the Respondent or Key Personnel assigned to the Project.

#### **8.5 Department Request for Clarification**

Respondents will provide accurate and complete information to the Department. If information is not complete, the Department will either declare the SOQ non-responsive or notify the Respondent that the Department may allow the Respondent to participate further in the Procurement Process if all required information is provided within the timeframe established by the Department. The Department may waive irregularities in the form of the SOQ of the Respondent that do not alter the quality or quantity of the information provided.

The Department may, at its sole discretion, request clarifications and/or supplemental information from Respondents during the SOQ evaluation process. All requests and responses must be in writing submitted by email. Responses must be limited to answering the specific information requested by the Department. Respondents' responses must be submitted to the Department within three Business Days of receipt of the request from the Department except as otherwise specified in writing by the Department.

#### **8.6 Selection of the Shortlist**

The Department reserves the right to select any number of Respondents for the Shortlist or to not select any Respondents for the Shortlist.

### **SECTION 9.0 PROTESTS**

This section sets forth the exclusive protest remedies available with respect to the RFQ (a "**Protest**"). By the submission of an SOQ, the Respondent expressly recognizes the limitation on its rights to file a Protest to only those rights and provisions contained herein. The Respondent expressly waives all other rights, remedies, and agrees that this Section 9.0 sets forth all rights and remedies of the Respondent regarding Protests. The Protest provisions included in this RFQ are provided in consideration of such waiver and agreement by the Respondent. If a Respondent disputes or does not follow the exclusive Protest remedies set forth in this RFQ, the Respondent must indemnify, defend, and hold harmless the Department, its directors, officers, officials, employees, agents, representatives, and consultants from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages incurred or suffered as a result of such Respondent action. The submission of an SOQ by a Respondent is deemed to include the Respondent's irrevocable and unconditional agreement with respect to such indemnification obligation.

## 9.1 Written Protests Only

A Protest from a Respondent must be submitted to the Department in writing and contain all information described below in Section 9.2. The written Protest must be mailed to the following person (the “**Protest Official**”) at the following address:

Arkansas Department of Transportation  
10324 Interstate 30  
Attn: Mr. Kevin Thornton, Assistant Chief of Administration  
Little Rock, AR 72209

Any Protest not received in writing by the Protest Official within seven days of the action on which the Protest is based will be considered null and void and will not be considered for investigation or resolution. In addition, any Protest may be filed only after the respective Respondent has first discussed the nature and basis of the Protest with the Department’s Authorized Representative in an effort to resolve the matter through discussion.

The Protest Official may, in their discretion, discuss the written Protest with the respective Respondent prior to issuance of the Protest Official’s written decision. The Respondent shall possess, and maintain throughout the Protest process, the burden of proof regarding the Protest by clear and convincing evidence. No hearing will be assembled on the Protest and the Protest Official will resolve the Protest in a written decision issued to the protesting Respondent. The Respondent may appeal the decision of the Protest Official by filing a written appeal as described in Section 9.4.

It is the Respondent’s sole responsibility to deliver the Protest to the Protest Official at the location noted and for obtaining a written receipt appropriate to the means of delivery at the time of delivery. The Department bears no liability, and accepts no responsibility, for a Respondent not meeting the appropriate deadline(s) for any such Protest or appeal.

## 9.2 Protest Contents

A Protest must include the following:

1. The name and address of the Respondent;
2. The procurement name;
3. A detailed statement of the nature of the Protest;
4. All factual and legal documentation in sufficient detail to establish the merits of the Protest. Any Protest information and documentation provided under oath could result in a penalty of perjury, should the information be proven to be inaccurate, whether intentional or unintentional.

The Respondent must demonstrate or establish a clear violation of a specific law or regulation, or impropriety within the Procurement Process. The Protest Official will not be obligated to postpone the public announcement of the Shortlist in order to allow the respective Respondent an opportunity to file or correct a Protest or appeal, unless otherwise required by applicable law.

## 9.3 Protest Process

Upon receipt, the Protest Official will promptly make a determination, in writing, regarding the validity of the Protest and whether or not the Procurement Process should be delayed or the Department should

reconsider the selection of the Shortlist. If the Department determines that a delay in the Procurement Process is appropriate, all Respondents will be notified of the delay.

The Respondent agrees that if an appeal of the Protest Official's decision is not submitted within seven days of the Protest Official's written decision, the decision of the Protest Official will be deemed to be final action and non-appealable. Any appeal within seven days will be handled as described in Section 9.4 below.

#### **9.4 Rights of Appeal**

If the Respondent disagrees with the written decision of the Protest Official, the Respondent may appeal the decision by submitting a written appeal to the Department Deputy Director & Chief Operating Officer within seven days after receipt of the decision of the Protest Official. The written appeal must be mailed to the following address:

Arkansas Department of Transportation  
10324 Interstate 30  
Attn: Randy Ort, Deputy Director & Chief Operating Officer  
Little Rock, AR 72209

The Deputy Director & Chief Operating Officer will provide a final decision on the Protest, either concurring with the decision of the Protest Official or amending the decision and will notify the respective Respondent in writing in a prompt manner of its decision.

If the Protest is not resolved after the appeal to the Deputy Director & Chief Operating Officer, the Respondent may continue the Protest only by appeal of the final decision in the same manner as provided in A.C.A. §25-15-207 for declaratory judgment regarding the validity or applicability of a rule. The Department's decision after review of the appeal by the Deputy Director & Chief Operating Officer will constitute final action by the Department. If the Respondent appeals the final action by the Department, the Department may, in its sole discretion, proceed with the Procurement Process, unless otherwise directed or ordered by a judicial authority.

#### **SECTION 10.0 DEPARTMENT RIGHTS AND DISCLAIMERS**

In addition to the reserved rights articulated throughout the RFQ, the Department reserves the right, in its sole and absolute discretion, to do the following: (a) reject any or all SOQs; (b) issue a new RFQ; (c) cancel, modify, or withdraw the RFQ; (d) appoint an evaluation team to review SOQs and seek the assistance of outside technical experts in the SOQ evaluation; (e) revise and modify, at any time before the SOQ Due Date, the RFQ; (f) extend the SOQ Due Date; (g) seek or obtain data from any source that has the potential to improve the understanding and evaluation of the SOQ on one or all the Respondents; and (h) refuse to receive or open an SOQ, once submitted, or reject an SOQ, if such refusal or rejection is based on, but not limited to, any of the following: (1) failure on the part of the Respondent to pay, satisfactorily settle, or provide security for the payment of, claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts; (2) violation of the terms of the RFQ on the part of the Respondent; (3) issuance of a notice of debarment or suspension to the Respondent; (4) submittal by the Respondent of more than one SOQ under the Respondent's own name or under a different name; and (5) existence of a conflict of interest or evidence of collusion in the preparation of a statement of qualifications, proposal, or bid for any design or construction project by the Respondent.

The issuance of the RFQ is not a commitment by the Department to identify a Shortlist, nor does it obligate the Department to pay for any costs incurred in preparation and submission of the SOQ. By



submitting an SOQ, a Respondent disclaims any right to seek compensation for such costs from the Department. By submission of an SOQ in response to the RFQ, the Respondent thereby specifically acknowledges acceptance of the above rights and disclaimers.

## **EXHIBIT A DEFINITIONS AND ACRONYMS**

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

**“Administrative Information”** means the SOQ materials submitted by a Respondent providing the information requested in Section 7.2.

**“Affiliate”** means (a) any person, organization, or firm that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Respondent; or (b) any organization or firm for which 10 percent or more of the interest in such organization or firm is held, directly or indirectly, beneficially or of record, by the Respondent or by any Affiliate thereof under clause (a) of this definition.

**“Authorized Representative”** has the meaning set forth in Section 4.1.1.

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

**“Construction Manager – General Contractor (CM-GC)”** has the meaning set forth in Section 1.1.

**“CM-GC Contract”** has the meaning set forth in Section 1.1.

**“Construction Manager (CM)”** has the meaning set forth in Section 7.3.3.

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

**“Department”** means the Arkansas Department of Transportation.

**“Department Prequalification”** means prequalification in accordance with the Department’s Standard Specifications Edition of 2014, Section 102, as described in Section 5.4.

**“Disadvantaged Business Enterprise (DBE)”** is as defined in 49 CFR Part 26.

**“Evaluation Scoring Committee (ESC)”** has the meaning set forth in Section 8.2.

**“FHWA”** means the Federal Highway Administration.

**“Freedom of Information Act of 1967 (FOIA)”** has the meaning set forth in Section 4.2.1.

**“Guaranteed Maximum Price (GMP)”** has the meaning set forth in Section 2.1.2.

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

**“Independent Cost Estimator (ICE)”** has the meaning set forth in Section 2.1.3.

**“Key Personnel”** means the individuals designated by a Respondent pursuant to Section 7.3.3.

**“Lead Cost Estimator (LCE)”** has the meaning set forth in Section 7.3.3.

**“Lead Scheduler (LS)”** has the meaning set forth in Section 7.3.3.

**“NEPA”** means the National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.*

**“On-Call CM-GC Program”** or **“Program”** means the Department’s on-call CM-GC program described in Sections 1.1 and 2.0.

**“Opinion of Probable Construction Cost (OPCC)”** has the meaning set forth in Section 2.1.1.

**“Pass/Fail Criteria”** has the meaning set forth in Section 8.2.

**“Procurement Point of Contact (PPC)”** has the meaning set forth in Section 4.1.1.

**“Preconstruction Services”** has the meaning set forth in Section 2.1.1.

**“Procurement Process”** means the entire process by which the Department offers to outside parties an opportunity to participate in the On-Call CM-GC Program, beginning with the release of the RFQ, through identification of the Shortlist, issuance of each RFP, and selection of a CM-GC for each Project, and ending upon the award of all CM-GC Contracts under the Program, unless the Program is earlier terminated by the Department.

**“Professional Engineer”** means individual licensed by the State Board to practice engineering in the State.

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

**“Project Manager (PM)”** has the meaning set forth in Section 7.3.3.

**“Protest”** has the meaning set forth in Section 9.0.

**“Protest Official”** has the meaning set forth in Section 9.1.

**“Request for Proposals (RFP)”** has the meaning set forth in Section 1.1.

**“Respondent”** means the entity submitting an SOQ in response to the RFQ.

**“Request for Clarification (RFC)”** has the meaning set forth in Section 4.1.3.

**“RFC Deadline”** has the meaning set forth in Section 4.1.3.

**“Request for Qualifications (RFQ)”** means this Request for Qualifications, dated as of April 26, 2022, as it may be amended by Addenda from time to time, issued by the Department for the On-Call CM-GC Program.

**“RFQ Schedule”** has the meaning set forth in Section 3.1.1.

**“Shortlist”** has the meaning set forth in Section 3.1.

**“Shortlisted Respondents”** has the meaning set forth in Section 1.1.

**“SOQ”** means a Respondent’s complete response to the RFQ, including (a) Technical Information and (b) Administrative Information.

**“SOQ Due Date”** means the deadline (date and time) for submission of SOQs identified in Section 3.1.1.

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

**“State Board”** means the Arkansas Board of Licensure for Professional Engineers that has the responsibility to regulate, license, and monitor the practices of Professional Engineers in the State.

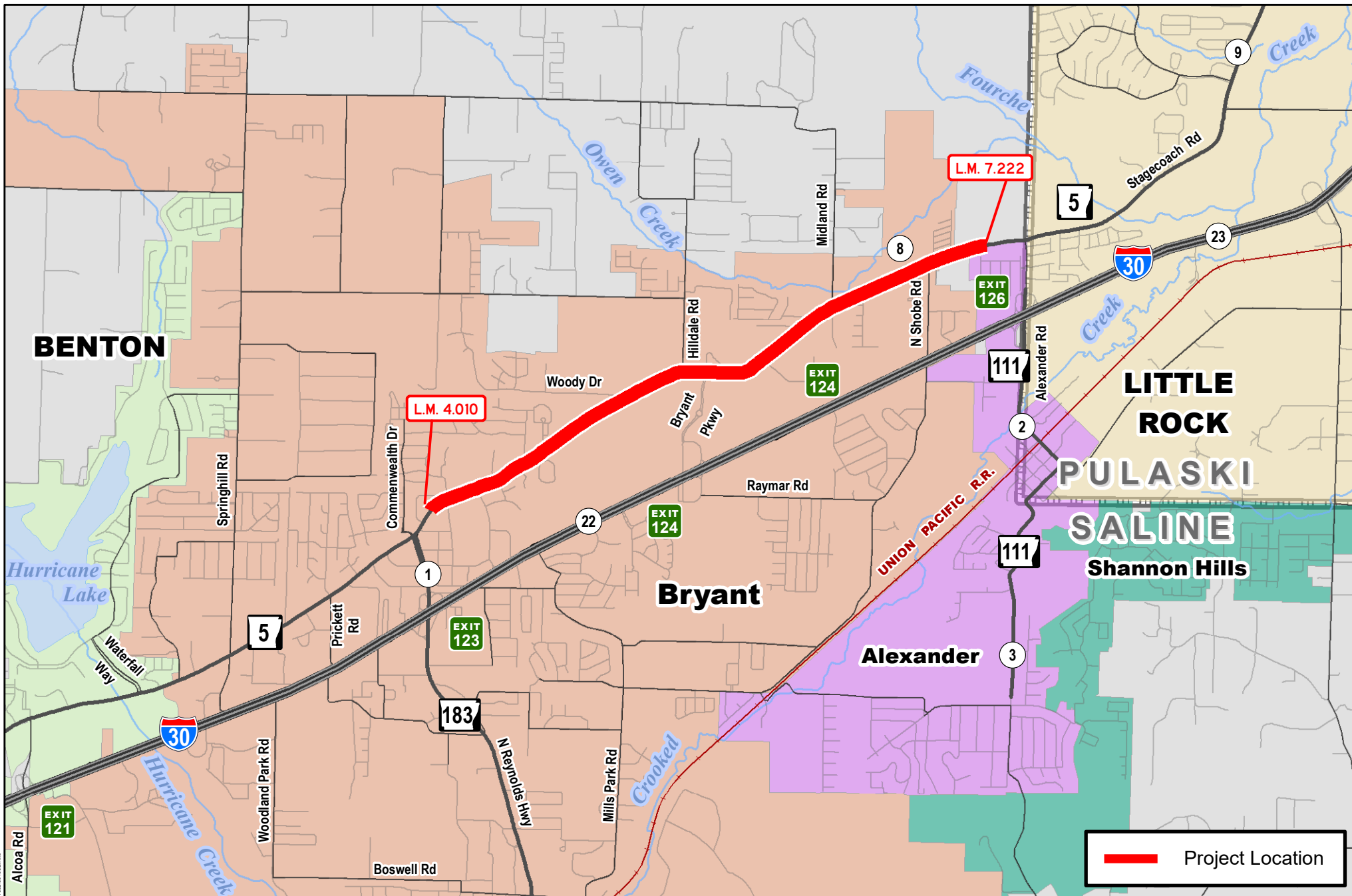
**“Surety”** means the surety company providing the letter regarding a Respondent’s bonding capacity as described in Section 7.2.8.

**“Technical Criteria”** has the meaning set forth in Section 8.2.

**“Technical Information”** means the technical proposal submitted by a Respondent providing the information requested in Section 7.3.

**EXHIBIT B**  
**CONTEMPLATED CM-GC PROJECTS**

<u>Job No.</u>	<u>Project</u>	<u>Tentative RFP Date</u>
061632	Hwy. 183 – Pulaski Co. Line (Widening) (Bryant) (S) Saline County	September 2022
080619	Hwy. 60 – I-40 Interstate Improvements (Conway) P.E. Faulkner County	November 2022
100979	Caraway Rd. – I-555 (Jonesboro) (S) Craighead County	April 2023

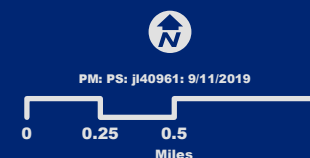


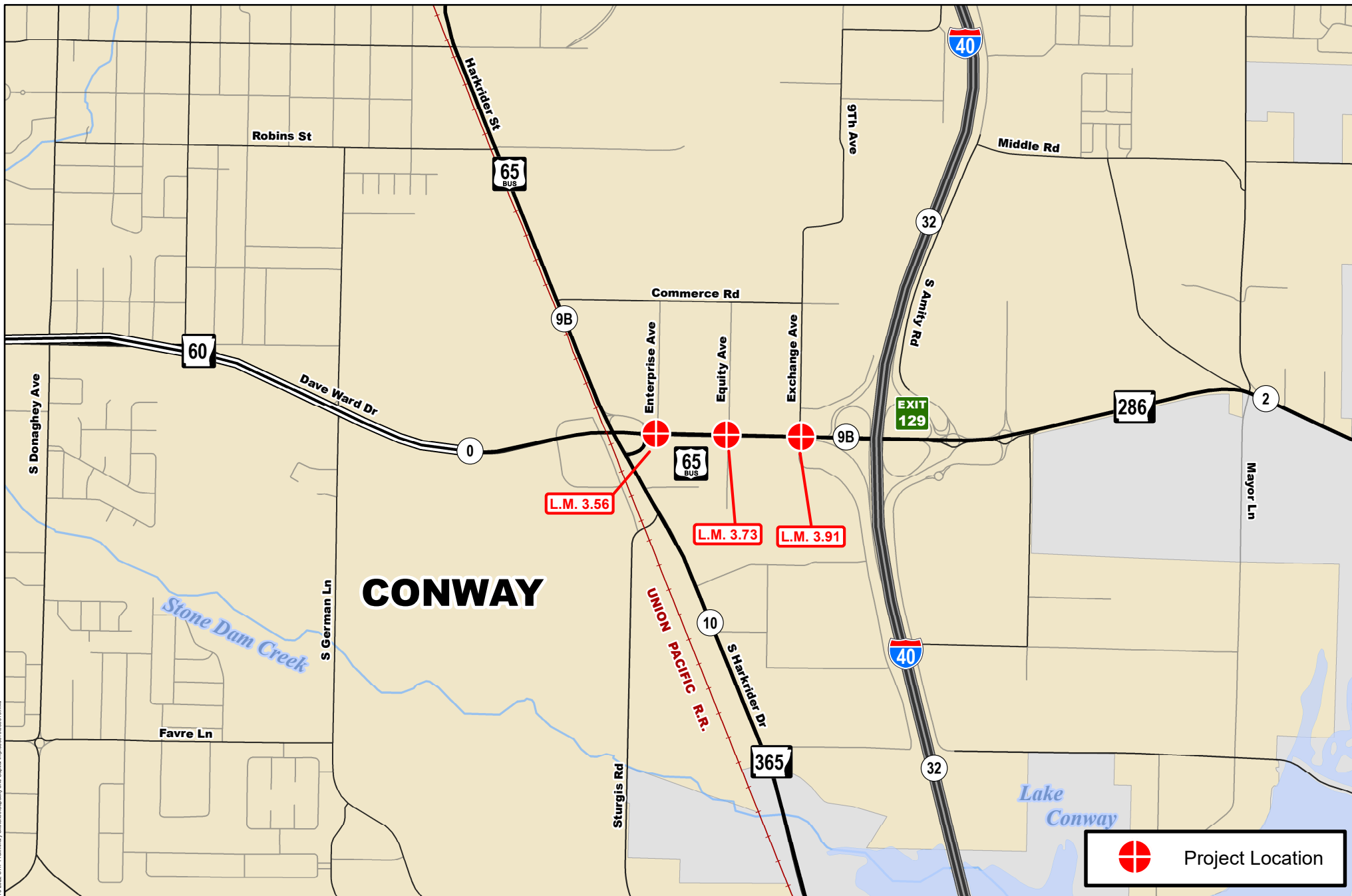
**Job 061632**

**Hwy. 183 - Pulaski Co. Line (Widening) (Bryant) (S)**

**Hwy. 5, Sec. 8**

**Saline County**





**Job 080619**

**Hwy. 60 - I-40 Inters. Impvts. (Conway) P.E.**

**Hwy. 65, Sec. 9B**

**Faulkner County**



PM: PS: dmsp211: 10/28/2018







**EXHIBIT C**  
**CM-GC SCOPE OF PRECONSTRUCTION SERVICES**

**GENERAL PRECONSTRUCTION SERVICES**

*[Note: Services identified in brackets below are optional and at the discretion of the Department. If the Department elects to include any or all of these services as part of the CM-GC Contract, the relevant sections may be included with appropriate adjustments for the Project.]*

[PRECONSTRUCTION PHASE UTILITY SERVICES]

[PRECONSTRUCTION PHASE RIGHT OF WAY SERVICES]

## **Section 1. GENERAL PRECONSTRUCTION SERVICES**

### **I. INFORMATION AND SERVICES TO BE PROVIDED BY THE CM-GC**

The CM-GC shall collaborate with the Department and others contracted by the Department for the Project during the Preconstruction Phase. The CM-GC shall perform the services generally described in the following table.

<b>DESIGN RELATED</b>	<b>ADMINISTRATION RELATED</b>
Validate design	Coordinate with 3rd party stakeholders
Provide input on design	Attend public meetings
Perform constructability reviews	Perform subcontractor bid packaging
Perform operability reviews	Prequalify subcontractors
Perform regulatory reviews	Assist in right-of-way acquisition
Conduct market surveys related to design decisions	Assist and advise with permitting actions
Verify/take-off quantities	Study labor availability/conditions
Assist in shaping scope of work	Prepare sustainability certification application
<b>COST RELATED</b>	<b>SCHEDULE RELATED</b>
Validate consultant estimates	Validate existing project schedules
Prepare project estimates	Prepare and manage project schedules
Perform cost engineering reviews	Develop sequence of design work
Identify long-lead bid packages that may impact schedule	Develop construction phasing
Perform life cycle cost analysis	Provide schedule risk analysis/control
Participate in value engineering analysis	<b>PRECONSTRUCTION RELATED FIELD WORK</b>
Perform material cost forecasting	Advise and coordinate utility relocation
Provide cost risk analysis	Perform subsurface utility exploration, including potholing
Provide cash flow projections/cost control	Perform right of way demolition
Advise on project affordability/budget and potential scope refinements to mitigate	Perform preliminary surveying

The CM-GC shall:

1. Provide Key Personnel and associated staff to consult with, advise, assist, and provide recommendations to the Department and the design team on all aspects of the planning, design, and proposed construction, as requested by the Department.
2. Participate in various meetings and workshops as further described in Exhibit E to the CM-GC Contract:
  - a) Initial Project workshop;
  - b) Initial approach to cost meeting;
  - c) Risk and opportunity workshop; and
  - d) OPCC Meetings.
3. Participate in recurring design coordination meetings with the Department and others contracted by the Department for the Project. Design coordination meetings are anticipated to be held bi-weekly but may be held more frequently at the Department's preference.
4. Provide written comments and recommendations to the Department through the use of oversight and constructability reviews related to various elements of the Project, including:
  - a) input on staging, sequencing, equipment storage, detour routes, traffic control, storm water management, permitting, sustainability, accelerated bridge construction techniques, evaluation of bridge and retaining wall types, and materials that may be cost-effectively recycled during construction;
  - b) identification of any long lead items (e.g., equipment, materials, etc.) that may cause delay; and
  - c) identification of conflicts and deficiencies in the available design information (e.g., conceptual drawings) being prepared by the Department and others contracted by the Department.
5. Participate in constructability, material, equipment, and labor availability reviews with the Department and others contracted with the Department for the Project. These reviews will focus on identifying revisions to improve clarity for bidding, identifying potential design revisions that would reduce construction costs, and identifying elements to potentially create a more efficient schedule and reduce the overall duration of the Project.
6. Provide ongoing professional support during reviews and meetings related to right of way elements of the Project. Examine specific design variables and provide professional guidance intended to reduce investment in design time by providing cost benefit analysis for right of way versus construction cost. Services shall include the following:
  - a) Provide feedback regarding right of way risks, including impacts to cost and schedule);
  - b) Identify long acquisition lead times that could impact the project schedule;

- c) Identify adverse or unnecessary right of way impacts attributable to available design information (e.g., conceptual drawings);
  - d) Identify and document right of way cost savings and schedule impacts attributable to design innovations within the innovation log; and
  - e) Attend public involvement meetings to support right of way related issues.
- 7. Provide ongoing professional opinions and support during reviews and meetings relating to utility costs, risk identification, risk mitigation strategies, and schedule impacts during the Preconstruction Phase which include:
  - a) Providing support to the Project Team regarding subsurface utility locations;
  - b) Coordinating the limits of final utility location services to be performed; and
  - c) Providing general technical support regarding management, coordination and execution of utility relocations.
- 8. Support the development and maintenance of the Risk Register, including:
  - a) Participation in risk workshops, including the Risk and Opportunity Workshop described in Exhibit E to the CM-GC Contract, with the Department, relevant third parties, and others contracted by the Department for the Project to develop and maintain the Risk Register;
  - b) Identification of potential risks and assessment of the probable impact to cost and schedule related to those risks; and
  - c) Development of mitigation strategies related to Risk Register Events.
- 9. Develop a cost model using an open book format consistent with discussions during the “initial approach to cost meeting” set forth in Exhibit E to the CM-GC Contract. The CM-GC shall allow the Department to examine the cost model. The cost model shall include:
  - a) Unit prices and quantity take-offs;
  - b) Material costs, equipment costs, labor costs, hourly labor rates, crew sizes, shifts per day, and hours per shifts (labor rates shall include employee benefits, payroll taxes and other payroll burdens);
  - c) Risk assumptions and assignment of risks;
  - d) Production rates, transportation, and other facilities and services necessary for the proper execution of the work;
  - e) Copies of quotations from subcontractors and suppliers; and
  - f) Field indirect costs, bonds, taxes and insurance.

10. Provide the Department with a written narrative regarding the cost model that identifies the means, methods, assumptions, and risks that were used to price the work.
11. Participate in design milestone review meetings that will take place at milestones determined by the Department. The design milestone review meetings will generally occur at the following approximate design development milestones: 30%, 60% and 90%.
  - a) For the initial design milestone review meeting, the CM-GC shall provide the Department with the initial version of the OPCC estimate (prepared as described in Section 3 of Exhibit E to the CM-GC Contract), the cost model, cost model narrative, Project Schedule and recommendations related to the current Risk Register.
  - b) For subsequent design milestone review meetings, the CM-GC shall refine the OPCC (prepared as described in Section 3 of Exhibit E to the CM-GC Contract), the cost model, cost model narrative, Project Schedule and recommendations related to the current Risk Register.
12. Participate in OPCC price reconciliation meetings as described in Section 4 of Exhibit E to the CM-GC Contract to reconcile components of the price that deviate from the estimate prepared by the ICE by more than a stipulated amount. During OPCC price reconciliation meetings, the Department may request that the CM-GC share the cost model in an over-the-shoulder environment to more fully understand how the proposed pricing was derived and to help reconcile differences. The CM-GC is responsible for preparing and updating the cost model in accordance with the Department's requests at these meetings in a manner consistent with this Exhibit.
13. Develop, propose, and track innovations identified by the CM-GC to be incorporated during the Construction Phase. The CM-GC shall document and track cost savings and schedule impacts associated with innovations in a written report ("innovation log") to be submitted to the Department.
14. Prepare and submit a Project Schedule in accordance with the guidance provided by the Department. The CM-GC shall:
  - a) Develop a preliminary baseline version of the Project Schedule [within 90 days after Notice to Proceed].
  - b) Update the Project Schedule for each design milestone review. With each Project Schedule update, the CM-GC shall identify schedule savings that result from innovations identified in the innovation log and the CM-GC shall include a comparison of the current Project Schedule with the previous version of the Project Schedule.
  - c) Prepare an updated Project Schedule prior to the development of the GMP to serve as the Project Baseline Schedule, which identifies all activities during the Construction Phase in accordance with the requirements to be provided by the Department. In addition to the Project Schedule, the CM-GC shall submit a finalized budget and schedule control management plan to ensure completion of construction within budget and in accordance with the Project Baseline Schedule.

15. Develop and submit to the Department a Basis of Construction plan prior to the development of the GMP to describe the approach to achieve construction milestones that include:
- a) A subcontracting plan to integrate subcontractors as needed to accomplish all construction work. The CM-GC shall identify the proposed plan to meet DBE contract goals for the overall Project;
  - b) A brief narrative with documentation describing:
    - i) the applicable construction standards and specifications;
    - ii) any CM-GC proposed changes to standards and specifications; and
    - iii) the approach to implementing design reports, design plans, and other design related documentation within each phase of construction;
  - c) Overall description of the how the CM-GC will approach and sequence each phase of the construction. The description shall illustrate the CM-GC's approach to constructing the Work, including a description of work areas, sequence of Work to be performed during each phase of construction, and the overall order, sequence, and linkages between each phase of construction;
  - d) Procedures and processes for installing and maintaining safe ingress and egress of construction vehicles in the work zone;
  - e) A description of the anticipated laydown, staging, disposal, and maintenance locations to be used during construction;
  - f) A description of all existing roadways and structures to be closed, demolished, left as is, or incorporated into the Project; and
  - g) A listing of submittals anticipated during the Construction Phase.

## II. SUBMITTALS

Submittal	Review Type
Innovation log	Review and comment
Oversight and constructability reviews	Review and comment
Cost model	Review and comment
Cost model narrative	Review and comment
OPCC estimate @ design milestones	Review and comment
Project Schedule – Preliminary baseline	Approval
Project Schedule – Design Development Milestones	Approval
Project Baseline Schedule (GMP)	Approval
Basis of Construction	Approval
Guaranteed Maximum Price	Approval

## **Section 2. PRECONSTRUCTION PHASE UTILITY SERVICES**

*[Note: Services identified in this Section are optional and at the discretion of the Department. If the Department elects to include any or all of these services as part of the CM-GC Contract, the relevant sections may be included with appropriate adjustments for the project.]*

### **I. INFORMATION AND SERVICES TO BE PROVIDED BY THE CM-GC**

Timely subsurface utility engineering services are needed for the Project in order to proceed with construction. Utility services by the CM-GC shall support the Department's utility location, coordination, and relocation efforts.

#### **A. UTILITY – LOCATION AND MAPPING**

The CM-GC shall perform utility potholing, Subsurface Utility Engineering (SUE), and associated work. The CM-GC shall identify the location of in-place aerial and underground utilities located within the Project limits, with the exception of storm sewer systems. The CM-GC shall prepare a written utility location work plan to identify the location of in-place aerial and underground utilities located within the Project limits, with the exception of storm sewer systems. The utility location work plan will be jointly reviewed by the Department and the CM-GC prior to determining locations to be potholed. Following the joint review of the utility location work plan, the CM-GC and Department shall agree on specific locations to be potholed. The CM-GC shall reference the below table regarding the various quality levels of SUE.

<b>Quality Level</b>	<b>Description</b>
<b>QL-D</b>	QL-D is the most basic level of information for utility locations. It involves collecting data from existing utility records. Records may include as-built drawings, distribution and service maps, existing geographic information systems databases, construction plans, and utility line locates. QL-D is limited in terms of comprehensiveness and accuracy and used primarily for project planning and route selection.
<b>QL-C</b>	QL-C is a commonly used level and involves surveying visible utility facilities such as manholes and valve boxes and correlating this information with existing utility records (QL-D information).
<b>QL-B</b>	QL-B, also known as designating, involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references.
<b>QL-A</b>	QL-A, also known as locating, is the highest level of accuracy presently available and involves the full use of SUE. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive (potholing or open-cut trenching) exposure of underground utilities. QL-A also provides the type, size, condition, material, and other characteristics of underground features.

The CM-GC shall perform SUE in accordance with the appropriate quality level as follows:

1. QL-B—field designate all non-gravity utilities
2. QL-B—aerial utilities and gravity sanitary sewers
3. QL-A—as directed by the Department
4. The CM-GC shall collect and document the following details for gravity sanitary sewer mains and services:
  - a) Invert elevations
  - b) Number, size, and material type of pipes
5. The CM-GC shall collect and document the following details for aerial utility systems:
  - a) Number of utility attachments on pole
  - b) Number of cables per attachment
  - c) Utility company ownership per attachment
  - d) Bottom attachment sag height at all road crossings
  - e) Utility pole size, height, material type, ownership, and condition
6. Provide traffic control including shoulder closures, lane closures, rolling lane closures, and worker protection including attenuator trucks, traffic drums, and signage. All lane closure requests shall be approved in advance by the Department. The CM-GC shall submit to the Department request for lane and shoulder closures five Business Days prior to the beginning the work.
7. Pothole to identify utility locations at locations approved by the Department in accordance with the following:
  - a) Excavate areas where utilities are marked using soft-excavation techniques including vacuum truck excavation or hand digging to locate the underground utilities to sufficiently view and identify line and grade. If rock is encountered prior to location or depth is too great to be exposed through conventional pothole methods, the bottom of the hole will be surveyed at a depth, backfilled, and an electronic depth obtained and documented.
  - b) Utilities will generally be potholed along the length of the utility at intervals of 25 feet on-center. Field adjustments may be made due to risk, alignment changes, tie-ins, elbows, or junctions.
  - c) Utilize a surveyor and appropriate survey equipment to determine the line and grade of the utility within each pothole.
  - d) Upon completion, backfill potholes with on-site spoils, aggregates, or material determined to be acceptable by the Department. Potholes within driving lanes shall be backfilled with flowable select material and capped with high



performance asphalt patch material. Open-cut trenches within limits of existing roadways shall be backfilled with flowable select material and capped with approved hot mix asphalt concrete matching the existing surface.

- e) When feasible PVC or similar markers will be installed within the backfilled hole above the utility.
- f) Spoils from vacuum excavation shall be transported to and permanently stored on Department right of way as directed by the Department. All waste areas shall be approved by the Department. If re-handling and hauling spoils from the project limits is required, a unit price rate will be agreed to and established for that work. Best Management Practices (BMPs) shall be used for erosion and sediment control and final stabilization of the area.
- g) All survey data collected in the field shall be incorporated into a master as-built utility file and provided to the Department and be under the direction and supervision of a Professional Surveyor.
- h) Prior to field work starting, the Department and the CM-GC shall agree on a public outreach effort to inform local stakeholders of the upcoming work and any temporary access or egress changes needed to facilitate the work.
- i) The CM-GC shall agree in advance to changes in unit price compensation when conditions require open-cut trenching.

#### **B. UTILITY – RELOCATION COORDINATION**

The CM-GC shall provide the following services:

1. Utility Easements: Coordinate review of existing easements, joint-use agreements, reimbursable utilities, and right of way design requirements, including phased construction requirements. Assist in determining easement locations.
2. Utility Relocations: Provide design reviews, cost estimates, and permit reviews. Assist with inspection of utility relocation to ensure compatibility with the proposed Project design.
3. Field Management: Coordinate with utility relocation contractors and subcontractors in connection with utility relocation work.

### **Section 3. PRECONSTRUCTION PHASE RIGHT OF WAY SERVICES**

*[Note: Services identified in this Section are optional and at the discretion of the Department. If the Department elects to include any or all of these services as part of the CM-GC Contract, the relevant sections may be included with appropriate adjustments for the project.]*

#### **I. INFORMATION AND SERVICES TO BE PROVIDED BY THE CM-GC**

##### **A. RIGHT OF WAY COORDINATION DURING PROJECT DESIGN**

The CM-GC shall perform the following services in accordance with Department Right of Way policies and procedures using a subcontractor approved by the Department:

1. Provide right of way cost estimates for 30%, 60% and 90% design development milestones; and
2. Perform title research to determine if overlaps and gaps exist prior to 90% right of way plan submittal.

##### **B. RIGHT OF WAY ACQUISITION**

The CM-GC shall perform professional right of way services for the acquisition of properties and property management for the Project in accordance with Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act), Federal and State laws and regulations, and Department Right of Way policies and procedures. CM-GC shall perform acquisition and property management services with a subcontractor approved by the Department.

##### **C. UTILITY RELOCATION EASEMENTS**

The CM-GC shall provide the following services in accordance with Department Right of Way policies and procedures using a subcontractor approved by the Department:

1. Utility Easement Services
  - a) Coordinate between utility owner's engineering/design departments, the Department's Utilities Program, and others contracted by the Department for the Project to meet the requirements for utility easements beyond the limits of the new right of way;
  - b) Determine need for easement acquisition;
  - c) Establish legal descriptions;
  - d) Verify non-conflicts, gaps, and errors; and
  - e) Resolve conflicts in legal descriptions.
2. Utility Easement Acquisition
  - a) See Section 3.I.B (Right of Way Acquisition).

### **Section 3. PRECONSTRUCTION PHASE RIGHT OF WAY SERVICES**

*[Note: Services identified in this Section are optional and at the discretion of the Department. If the Department elects to include any or all of these services as part of the CM-GC Contract, the relevant sections may be included with appropriate adjustments for the project.]*

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1. Utility Easement Services
  - a) Coordinate between utility owner's engineering/design departments, the Department's Utilities Program, and others contracted by the Department for the Project to meet the requirements for utility easements beyond the limits of the new right of way;
  - b) Determine need for easement acquisition;
  - c) Establish legal descriptions;
  - d) Verify non-conflicts, gaps, and errors; and
  - e) Resolve conflicts in legal descriptions.
2. Utility Easement Acquisition
  - a) See Section 3.I.B (Right of Way Acquisition).

**EXHIBIT D  
REQUIRED FORMS**

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
ON-CALL CM-GC PROGRAM  
REQUEST FOR QUALIFICATIONS—Form A  
TRANSMITTAL LETTER**

RESPONDENT: \_\_\_\_\_

SOQ Due Date: \_\_\_\_\_, 2022

Arkansas Department of Transportation  
10324 Interstate 30  
Little Rock, AR 72209  
Attn: Ms. Keli Wylie, Alternative Project Delivery Administrator

The undersigned (“**Respondent**”) submits this statement of qualifications (this “**SOQ**”) in response to that certain Request for Qualifications dated as of April 26, 2022 (as amended, the “**RFQ**”), issued by the Arkansas Department of Transportation (the “**Department**”) for the On-Call CM-GC Program. Capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

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

Volume 1: Administrative Information; and

Volume 2: Technical Information;

Respondent acknowledges receipt, understanding, and full consideration of all materials released in connection with the RFQ by the Department, including the following Addenda and RFC responses (if any):

*[List any Addenda to the RFQ and RFC responses by number prior to executing Form A]*

Respondent represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ.

Respondent understands that the Department is not bound to shortlist any Respondent and may reject each SOQ the Department may receive.

Respondent acknowledges and agrees that if it becomes a Shortlisted Respondent it will be bound by the requirements set forth in Section 3.3 to the RFQ, including the requirement to maintain its Department Prequalification status in accordance with the Department’s Standard Specifications Edition of 2014, Section 102.

Respondent further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Procurement Process will be borne solely by the Respondent.

Respondent agrees that the Department 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 Arkansas.

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: \_\_\_\_\_

Under penalty of perjury, [I / we] certify that the foregoing is true and correct, and that [I am / we are] duly authorized to execute this letter on behalf of [insert name of entity]:

*[Insert the Respondent's name]*

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

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

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

**INFORMATION ABOUT RESPONDENT ORGANIZATION—Form B**

1.0 Name of Respondent: \_\_\_\_\_

2.0 Type of entity: \_\_\_\_\_

3.0 Respondent's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

4.0 How many years has the Respondent been in its current line of business, and how many years has it 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 has the Respondent operated?

Respondent: \_\_\_\_\_

6.0 List all Arkansas professional licenses held by the Respondent. Attach copies of all Arkansas licenses. Attach a separate sheet if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.0 The SOQ shall include the following information regarding the Surety(ies) providing the Surety letter in accordance with Section 7.2.8 of the RFQ:

- (a) Name(s), address(es) and phone numbers of the Surety(ies) (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better

and Class VIII or better by A.M. Best Company, Inc.), and the name(s), address(es) and phone number(s) of the designated agent(s).

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

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

Each of the undersigned, being first duly sworn, deposes and says that \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) is/are the \_\_\_\_\_ of \_\_\_\_\_, the entity making the foregoing SOQ, 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 \_\_\_\_\_, 202\_.

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

[Seal]

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



## RESPONSIBLE RESPONDENT QUESTIONNAIRE—Form C

RESPONDENT NAME: \_\_\_\_\_

### 1. Questions

The Respondent 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 Respondent 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 SOQ and require its rejection.

Within the past 10 years, has the Respondent, any Affiliate, or any officer, director, responsible managing officer or responsible managing employee of the Respondent or Affiliate who has a proprietary interest in the Respondent:

- 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 \_\_\_\_\_, 2022.

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(Signature)

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(Name printed)

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(Title)

---

(Name of Organization)

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

**NON-COLLUSION AFFIDAVIT—Form D**

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

) ss:

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

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

- A. \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) are the \_\_\_\_\_ of \_\_\_\_\_, the entity making the foregoing SOQ.
- B. The SOQ 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 SOQ is genuine and not collusive or a sham; the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham SOQ, and has not directly or indirectly colluded, conspired, connived or agreed with any Respondent or anyone else to put in a sham SOQ or that anyone shall refrain from proposing; the Respondent has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Respondent or any other Respondent, or to fix any overhead, profit or cost element included in the SOQ, or of that of any other Respondent, or to secure any advantage against the Department or anyone interested in the proposed agreement; all statements contained in the SOQ are true; and further the Respondent 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, SOQ depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham SOQ.
- C. The Respondent will not, directly or indirectly, divulge information or data regarding the terms of its SOQ to any other Respondent, or seek to obtain information or data regarding the price or other terms of any other SOQ, until after the rejection of all SOQs or cancellation of the On-Call CM-GC Program.

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

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

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

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

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

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

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

---

Notary Public in and for  
said County and State

[Seal]

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

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

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

Respondent’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.

Respondents are advised that certain firms will not be allowed to participate on any Respondent’s team for the Project because of their work with the Department in connection with the Procurement Process.

**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 Respondent’ team (including proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFQ.

Respondent 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 Respondent is awarded the contract. Respondent should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFQ preparers. Respondent should also disclose contractual relationships with an RFQ preparer in the nature of a joint venture, as well as relationships wherein the RFQ preparer is a contractor or consultant (or subcontractor or subconsultant) to Respondent or a member of Respondent’s team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

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**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.

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**3. Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_, 2022  
Date

## DEBARMENT/SUSPENSION CERTIFICATION – Form F

Name of Respondent: \_\_\_\_\_

1. The Respondent<sup>1</sup> is not currently debarred, suspended, disqualified, or currently removed from bidding or performing work, voluntarily or involuntarily, for the State of Arkansas<sup>2</sup>, the federal government, or more than three state governments.
2. The Respondent<sup>1</sup> has not been debarred suspended, disqualified, or removed from bidding or performing work, voluntarily or involuntarily, the State of Arkansas<sup>2</sup>, the federal government or more than three state governments during the past three years.<sup>3</sup>
3. The Respondent<sup>1</sup> is not subject to any proposed or pending debarment, suspension, or similar actions.

### Respondent Certification:

I hereby certify that, to the best of my knowledge, the three above statements are valid, true, and represent a complete and accurate understanding of the condition of the Respondent<sup>1</sup>. It is understood and agreed upon that any false acknowledgement, misrepresentation, or inaccuracy may be cause for disqualification of the Respondent from the Procurement Process whether discovered during the Procurement Process or after award of a Project.

### Respondent's Authorized Representative:

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

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

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

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

<sup>1</sup> Note: "Respondent" includes any Affiliate.

<sup>2</sup> Note: Certification excludes temporary removal from bidding on Department projects due to liquidated damages owed or pending on other projects.

<sup>3</sup> Note: Prior to the SOQ Due Date listed in the RFQ Schedule.



## RESPONDENT EXPERIENCE – Form G

<b>Name of Respondent:</b>	[Insert name of Respondent]
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<b>Reference Project #1</b>	
<b>Facility Owner Name</b>	
[Insert Owner name (e.g., Arkansas Department of Transportation)]	
<b>Project Name</b>	
[Insert project name]	
<b>Project Location</b>	
[Provide relevant information including city, state and primary routes]	
<b>Project Start and End Dates</b>	
[Provide original contracted start date and end date with explanation of any delays during the project]	
<b>Project Cost</b>	[Insert total construction cost (year of expenditure) of project here]
<b>Role of Company on the Project</b>	[Insert role (e.g., prime or subcontractor)]
<b>Company Participation on Project</b>	[Indicate company's participation by money and percentage of work]
<b>Current Project Status</b>	[Insert % of work completed]

**NOTE:** The description of the reference project on the following page must not be extended beyond the space allowed in the box on the single page.

<b>Reference Project #1</b>
<b>Project Name</b>
[Insert project name – same as previous page]
<b>Description of the general scope of work for the project; use of innovative concepts on the project; and examples of collaboration with other professional service providers (e.g., designers) and stakeholders</b>
[Insert text here]

<b>Reference Project #2</b>	
<b>Facility Owner Name</b>	
[Insert Owner name (e.g., Arkansas Department of Transportation)]	
<b>Project Name</b>	
[Insert project name]	
<b>Project Location</b>	
[Provide relevant information including city, state and primary routes]	
<b>Project Start and End Dates</b>	
[Provide original contracted start date and end date with explanation of any delays during the project]	
<b>Project Cost</b>	[Insert total construction cost (year of expenditure) of project here]
<b>Role of Company on the Project</b>	[Insert role (e.g., prime or subcontractor)]
<b>Company Participation on Project</b>	[Indicate company's participation by money and percentage of work]
<b>Current Project Status</b>	[Insert % of work completed]

**NOTE:** The description of the reference project on the following page must not be extended beyond the space allowed in the box on the single page.

<b>Reference Project #2</b>	
<b>Facility Owner Name</b>	
[Insert Owner name (e.g., Arkansas Department of Transportation)]	
<b>Project Name</b>	
[Insert project name]	
<b>Project Location</b>	
[Provide relevant information including city, state and primary routes]	
<b>Project Start and End Dates</b>	
[Provide original contracted start date and end date with explanation of any delays during the project]	
<b>Project Cost</b>	[Insert total construction cost (year of expenditure) of project here]
<b>Role of Company on the Project</b>	[Insert role (e.g., prime or subcontractor)]
<b>Company Participation on Project</b>	[Indicate company's participation by money and percentage of work]
<b>Current Project Status</b>	[Insert % of work completed]

**NOTE:** The description of the reference project on the following page must not be extended beyond the space allowed in the box on the single page.

<b>Reference Project #2</b>
<b>Project Name</b>
[Insert project name – same as previous page]
<b>Description of the general scope of work for the project; use of innovative concepts on the project; and examples of collaboration with other professional service providers (e.g., designers) and stakeholders</b>
[Insert text here]

<b>Reference Project #3</b>	
<b>Facility Owner Name</b>	
[Insert Owner name (e.g., Arkansas Department of Transportation)]	
<b>Project Name</b>	
[Insert project name]	
<b>Project Location</b>	
[Provide relevant information including city, state and primary routes]	
<b>Project Start and End Dates</b>	
[Provide original contracted start date and end date with explanation of any delays during the project]	
<b>Project Cost</b>	[Insert total construction cost (year of expenditure) of project here]
<b>Role of Company on the Project</b>	[Insert role (e.g., prime or subcontractor)]
<b>Company Participation on Project</b>	[Indicate company's participation by money and percentage of work]
<b>Current Project Status</b>	[Insert % of work completed]

**NOTE:** The description of the reference project on the following page must not be extended beyond the space allowed in the box on the single page.

<b>Reference Project #3</b>
<b>Project Name</b>
[Insert project name – same as previous page]
<b>Description of the general scope of work for the project; use of innovative concepts on the project; and examples of collaboration with other professional service providers (e.g., designers) and stakeholders</b>
[Insert text here]

### KEY PERSONNEL LIST – Form H-1

<b>Name of Respondent:</b>	[Insert name of Respondent]
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**NOTE:** Provide a separate Form H-2 for each proposed individual who may serve in a Key Personnel role.

Key Personnel Position	Name
Project Manager	1. [Insert name here. If multiple individuals will be offered for this role, include each individual's name in the appropriate row]
Lead Cost Estimator	1. [Insert name here. If multiple individuals will be offered for this role, include each individual's name in the appropriate row]
Lead Scheduler	1. [Insert name here. If multiple individuals will be offered for this role, include each individual's name in the appropriate row]
Construction Manager	1. [Insert name here. If multiple individuals will be offered for this role, include each individual's name in the appropriate row]



## KEY PERSONNEL EXPERIENCE FORM – Form H-2

<b>Key Personnel Position</b>	<i>[Insert title here]</i>	<i>[Insert individual's name here]</i>
<b>Project Experience #1</b>	<b>Project Name</b>	
	<i>[Insert text here]</i>	
	<b>Project Description</b>	
	<i>[Insert text here]</i>	
	<b>Position Title</b>	<i>[Insert text here]</i>
	<b>Number of months serving in this position</b>	<i>[Insert text here]</i>
	<b>Detailed description of project responsibilities for this position title</b>	
	<i>[Insert text here]</i>	
<b>Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position</b>		
	<i>[Insert text here]</i>	

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

## UNDERSTANDING OF CM-GC DELIVERY – Form I

<b>Question #1</b>	
<b>Name of Respondent:</b>	[Insert name of Respondent]
<b>Describe your understanding of the CM-GC delivery method, what benefits it can provide the Department, and why you want to participate.</b>	
[Insert text here]	

***NOTE:*** This Form may not be altered to extend the space to answer each question beyond the single page provided.

<b>Question #2</b>	
<b>Name of Respondent:</b>	[Insert name of Respondent]
<b>What specific strategies would you employ to partner with the Department and designers during the preconstruction phase and the construction phase of a Project?</b>	
[Insert text here]	

**NOTE:** *This Form may not be altered to extend the space to answer each question beyond the single page provided.*

<b>Question #3</b>	
<b>Name of Respondent:</b>	[Insert name of Respondent]
<b>What is your approach to helping the Department understand cost drivers and risks that are viewed as most critical to the cost of a Project?</b>	
[Insert text here]	

***NOTE:*** This Form may not be altered to extend the space to answer each question beyond the single page provided.

<b>Question #4</b>	
<b>Name of Respondent:</b>	[Insert name of Respondent]
<b>How would you approach subcontracting during the construction phase (including DBE subcontracting) for a Project?</b>	
[Insert text here]	

***NOTE:*** This Form may not be altered to extend the space to answer each question beyond the single page provided.

<b>Question #5</b>	
<b>Name of Respondent:</b>	[Insert name of Respondent]
<b>How would you approach the risk management process for a Project?</b>	
[Insert text here]	

***NOTE:*** This Form may not be altered to extend the space to answer each question beyond the single page provided.

<b>Question #6</b>	
<b>Name of Respondent:</b>	[Insert name of Respondent]
<b>Describe your approach to offering innovative concepts and design refinements to be implemented in the design of a Project.</b>	
[Insert text here]	

***NOTE:*** This Form may not be altered to extend the space to answer each question beyond the single page provided.



## RFC FORM – Form J

**RESPONDENT NAME:** \_\_\_\_\_

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

**RESPONDENT PROCUREMENT POINT OF CONTACT:**

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

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

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

Comments Submitted: [#] – [#]

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

**INSTRUCTIONS:**

1. The subject line of the submittal email shall read as follows: “[Respondent Name]: RFCs for the On-Call CM-GC Program.”
2. Sequentially number comments/questions across all Forms J submitted by Respondent. To the extent possible, group RFCs in order of relative importance, then by document (e.g., all high priority comments to the RFQ first, then high priority comments to the form of RFP and CM-GC Contract, then lower priority RFQ comments, etc.). Add additional lines as needed.
3. Identify the relevant RFQ documents and section and page number(s) or indicate that the comment/question is general in nature.
4. Do not identify the Respondent in the body of the comment/question.

## RESPONDENT REGISTRATION – Form K

### INSTRUCTIONS:

1. Submit one PDF copy of Form K on behalf of the Respondent team in accordance with Section 4.1.1 by email to the Department's Authorized Representative.
2. An authorized representative of the Respondent must sign this Form K.
3. This Form K must be submitted prior to the last date for Respondent registration set forth in Section 3.1.1.

Name of Respondent: \_\_\_\_\_

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

The following individual is identified as the Respondent's procurement point of contact ("PPC"), authorized to submit this Form K on behalf of the Respondent:

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

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

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

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

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

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

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

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