

Arkansas Department of Transportation

On-Call CM-GC Program Request for Proposals

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SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS

1.1 Introduction

This Request for Proposals (“RFP”), as may be amended, is issued by the Arkansas Department of Transportation (the “Department”) to seek competitive proposals (individually, a “Proposal” and collectively, “Proposals”) for a construction manager general contractor contract (the “CM-GC Contract”) for the [insert description of Project] (the “Project”). Under the CM-GC Contract, the successful Proposer (“CM-GC”) shall provide the preconstruction services described in Exhibit E (the “Preconstruction Services”). At the conclusion of the Preconstruction Services, the CM-GC will have the opportunity to move to the construction phase and perform the construction work (the “Construction Work”), in accordance with the requirements set forth in the CM-GC Contract. The form of CM-GC Contract is attached hereto as Exhibit D. The Arkansas State Highway Commission has authorized the Department to procure the Project (and enter into the CM-GC Contract) on its behalf.

The Department is issuing the RFP to those entities shortlisted (“Shortlisted Respondents”) based on the Department’s evaluation of Statements of Qualifications (“SOQs”) delivered to the Department on [insert date] in response to the Request for Qualifications for the On-Call CM-GC Program (the “Program”) issued on April 26, 2022, as amended (the “RFQ”).

Proposers must comply with the instruction set forth herein during the procurement and in their responses to the RFP. Proposers shall also take into consideration the Project goals identified in Section 1.2 in drafting their Proposals.

The RFP requires each Proposer to be prepared to act as the CM-GC for the Project if the Proposer is selected.

All forms identified in this RFP are found in Exhibit C unless otherwise noted. All times in this RFP 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 Project Goals

[To be provided for each Project:

- Goals
- Relative importance of each goal
- Project elements that may be associated with each goal]

SECTION 2.0 ON-CALL CM-GC PROGRAM

2.1 CM-GC Contracting Method

2.1.1 CM-GC Process Preconstruction Services

The selected CM-GC will provide Preconstruction Services during the development of the design for the Project. The intent 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 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. This process is described in more detail in Exhibit E and the CM-GC Contract.

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"). 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.

2.1.3 Independent Cost Estimator

The Department will assign an independent cost estimator ("ICE") for the 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.

2.1.4 Overview of CM-GC Scope of Services

The attached Exhibit E sets forth the scope of CM-GC services that will be required on the Project during the Preconstruction Phase.

2.2 Project Information

2.2.1 Project Overview

[This section and Exhibit B will include an overview of the Project, which may include:

- *Location and Project Limits, including a Project Map*
- *Mandatory Project Elements*
- *Project Schedule*
- *NEPA Status*
- *Known Constraints*
- *Third Party Coordination*
- *Reference Information]*

2.2.2 Project Funding

[Description of Project funding to be inserted. The following description is included as an example: The Department expects that approximately [\$●] million] will be made available for the Project.]

2.3 Federal Requirements

2.3.1 General Obligations

In order to preserve the ability of the Department to use federal funding for the Project, this procurement and the CM-GC Contract must comply with applicable federal laws. The CM-GC Contract will set forth further details regarding applicable federal requirements.

2.3.2 Project Environmental Status

The CM-GC Contract for Preconstruction Services is designed to ensure that there is an objective NEPA process in which the comparative merits of all alternatives identified and considered during the NEPA process, including the no-build alternative, are evaluated and fairly considered and the Preconstruction Services do not limit any reasonable ranges of alternatives. Consistent with 23 C.F.R. Section 635.505, the CM-GC Contract incorporates provisions to ensure that:

- (a) neither Preconstruction Services associated with final design nor any construction activities are initiated (even on an at-risk basis) or allowed to proceed prior to completion of the NEPA process;
- (b) the Department has the right, among its other termination rights, to terminate the CM-GC Contract (with equitable compensation for previously performed services) in the event that the environmental review process does not result in the selection of a build alternative;
- (c) no commitments are made to any alternative being evaluated during the NEPA process;
- (d) the CM-GC does not have any decision-making responsibility with respect to the NEPA process; and
- (e) all environmental and mitigation measures identified in the NEPA documentation and committed to in the NEPA determination for the selected alternative will be implemented (excepting only measures that are expressly described in the CM-GC Contract as excluded because they are the responsibility of others).

[RFP to describe status of federal environmental approvals, e.g.: The Department intends to begin environmental document preparation in [insert timeframe].] In accordance with federal requirements, the work of the CM-GC during this pre-NEPA phase will be limited to specific activities and conducted under communication protocols necessary to keep the NEPA analysis separate from any work product and information provided by the CM-GC for information.

2.3.3 DBE Requirements

It is the policy of the Department that Disadvantaged Business Enterprises (“DBEs”), as defined in 49 CFR Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in part with public funds. Consistent with this policy, the Department will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any U.S. Department of Transportation-assisted contract because of sex, race, religion, or national origin. The Department has established a DBE program in accordance with regulations of the USDOT, 49 CFR Part 26. In this regard, the CM-GC will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform the contract.

The Department will determine a DBE goal for this Project. The DBE goal, which will be identified when the design of the Project is nearing completion, will apply to the construction of the Project. There will not be a DBE goal for the Preconstruction Services.

The Department participates in the “Arkansas Unified Disadvantaged Business Enterprise Certification Program,” which provides a “one-stop” statewide certification process for disadvantaged business owners. Under the program, firms that provide primarily transit or highway construction services must submit applications for DBE designation to the Department. The Department then reviews all such applications and makes an eligibility determination following an on-site review at the firm’s headquarters. Additional details regarding the program, including a DBE certification application and a directory of all firms authorized as DBEs under the program are available at <https://www.ardot.gov/divisions/equal-employment-opportunity-disadvantaged-business-enterprise/dbe/>.

SECTION 3.0 PROCUREMENT PROCESS

3.1 RFP Schedule

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

<u>EVENT</u>	<u>DATE and TIME</u>
Issue RFP	[●]
Proposer RFC Deadline for RFP	[●]
One-on-one meetings with Proposers	[●]
Last date for issuance of Addenda and Department responses to Proposer RFCs	[●]
Proposal Due Date	[●]
Date of anticipated selection of CM-GC	[●]

Where the RFP 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 RFP 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 RFP must be made by email to the Department’s Authorized Representative, using the appropriate forms, if applicable, provided in this RFP.

3.2 Addenda

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

3.3 Proposal Development Costs

The Department will not provide any Proposer with reimbursement for any costs incurred in connection with this procurement, and the Proposer is solely responsible for all costs and expenses, of any nature,

associated with responding to this RFP, including submitting RFCs and providing any other submittals, supplemental information, or responses to the Department.

3.4 Ownership of Proposal

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 Proposal or otherwise submitted, become the property of the Department upon delivery to the Department, and will not be returned to the Proposer.

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

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

Each Proposer’s procurement point of contract (“**PPC**”) identified during the RFQ phase of the procurement shall be responsible for initiating or receiving all communication with the Department throughout the Procurement Process; *provided, however*, that the Proposer may change its PPC by written notice to the Department. The PPC must be delegated the full authority of the Proposer to communicate with the Department throughout the Procurement Process.

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 RFP.

4.1.2 Rules of Contact

Starting on the date this RFP is released, the rules of contact set forth in this RFP shall apply with respect to the procurement of the Project until the earliest of (a) execution of the CM-GC Contract, (b) rejection of all Proposals by the Department, or (c) cancellation of the RFP. For clarity, notwithstanding the release of this RFP, the rules of contact set forth in the RFQ shall continue in effect with respect to all projects that are part of the On-Call CM-GC Program other than the Project governed by this RFP. After termination of the rules of contact under this RFP, the rules of contact under the RFQ shall continue in effect with respect to the rest of the On-Call CM-GC Program.

Each Proposer 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 Proposer 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 RFP or an RFP issued under the On-Call CM-GC Program.

Except as allowed under Section 5.6, no Proposer may communicate with another Proposer with regard to the Procurement Process, the Proposal, or any other Proposer's Proposal.

4.1.3 Requests for Clarification and Procurement Point of Contact

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

The Department will only consider RFCs if submitted by a Proposer's PPC by email to the Department's Authorized Representative in accordance with the requirements described below. Except during one-on-one meetings, no telephone or oral requests will be considered.

RFCs shall be submitted prior to the date specified in Section 3.1 as “**RFC Deadline**” using Form P. In completing Form P, Proposers shall specify the relevant document (e.g., the RFP Exhibit), including the relevant page and section number, for reference. The subject line of any RFC submittal email shall read as follows: “[Proposer Name]: RFCs for the [insert Project name].”

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 Proposers only and will not become part of the RFP unless an Addendum is issued incorporating changes into the RFP. Responses to RFCs will be provided to all Proposers 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 Proposer; *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 Pre-Proposal One-on-One Meeting

The Department intends to offer each Proposer the opportunity for an optional one-on-one meeting with the Department prior to the Proposal Due Date to discuss issues and clarifications regarding the RFP. One-on-one meetings will be held in person at the Department's Little Rock office, with a virtual participation option, on the dates set forth in Section 3.1 (and/or on any such other dates that may be designated by the Department in writing to Proposers). The Federal Highway Administration (FHWA), other Stakeholders, and consultants to the Department may also participate in one-on-one meetings.

During one-on-one meetings, Proposers may ask questions and the Department may provide responses for informational purposes. Any responses provided by the Department during one-on-one meetings may not be relied upon; *provided, however*, that the Department may, in its discretion, and subject to Section 4.1.3 above, respond in writing to questions or comments raised in one-on-one meetings and/or incorporate the substance of its responses into the RFP by Addenda. The Department reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings, except to the extent that the Department determines, in its sole discretion, such disclosure would reveal a Proposer's confidential business strategies, intellectual property, or technical solutions. The Department shall maintain the confidentiality of information related to Proposers and their Proposals as required to comply with this Section 4.1.4 and applicable law.

Additional information regarding the one-on-one meetings may be provided by the Department to the Proposers.

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**”). Proposers 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 RFP and to the matter of confidentiality and public information. The Department will not advise a Proposer 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, Proposals and any records created during the evaluation and selection process, will remain protected records until the CM-GC Contract has been executed by all necessary officials of the CM-GC and the Department, except for the Department’s responsibility to publicly disclose certain information about the Proposals, such as the name of each Proposer. Proposers are advised that the information contained in Form E (Conflict of Interest Disclosure Statement) of each Proposal 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 Proposals as the Department determines appropriate in accordance with applicable law. Proposal materials will not be returned to the submitting party, except as determined by the Department in accordance with applicable law.

Nothing contained in this RFP shall modify or change the obligations of the Department under FOIA or other applicable law. Determinations regarding the confidentiality of Proposal 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 Proposer or any other party as a result of disclosing any such materials.

4.3 Observers During Evaluation

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

4.4 Improper Conduct and Non-Collusion

Neither Proposer 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 PROPOSERS

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 RFP. Proposers are advised that these rules may preclude certain firms and their Affiliates from participating on a Proposer team. The Department has identified the following non-exhaustive list of firms that are believed to have an organizational conflict of interest: [*insert list*].

By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest (as defined in the above-mentioned regulations) is thereafter discovered, Proposer must make an immediate and full written disclosure to the Department that includes a description of the action that Proposer 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 Proposer with a conflict, or take other action as necessary to mitigate the conflict. If Proposer was aware of an organizational conflict of interest prior the award of the CM-GC Contract and did not disclose the conflict to the Department, the Department may pursue all available remedies, including termination of the CM-GC Contract.

5.2 Debarment or Suspension

No firm may be a Proposer to the extent that such firm (a) as of the Proposal Due Date, is currently debarred, suspended, disqualified, or removed from bidding or performing work for the State of Arkansas (including having been disallowed from bidding by the Department on account of liquidated damages owed or pending on other projects), 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 Proposal 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 (excluding instances in which the firm was disallowed from bidding on Department projects due to liquidated damages owed or pending on other projects). Each Proposer will be required to acknowledge and certify that it meets the requirements of this section at the time of Proposal 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 Proposer, 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 Proposer team if such firm or person cannot meet the requirements of Sections 8.3.1(c) and (d).

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

5.4 Department Prequalification

Each Proposer must be prequalified prior to the Proposal 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.

The Proposer 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 Proposer is responsible for ensuring that it is prequalified with the Department prior to the Proposal Due Date. Failure by the Proposer to meet the requirements of Department Prequalification may result in the Proposer being disqualified from the Procurement Process.

With respect to any Proposer that is a Team, the Proposer organization itself will not need to be prequalified prior to the Proposal Due Date. The successful Proposer will, however, need to be prequalified prior to execution of the CM-GC Contract as described in Section 9.3(a), and each of the Team members making up the Proposer must be prequalified as set forth in this Section 5.4 prior to the Proposal Due Date.

5.5 Bonding Capacity

In order to demonstrate that the Proposer has sufficient bonding capacity to serve as CM-GC on the Project, the Proposal must include a Surety letter that satisfies the requirements set forth in Section 7.2.14.

5.6 Teaming

The Department will allow teaming between Shortlisted Respondents in response to this RFP. Each Shortlisted Respondent may team up with one other Shortlisted Respondent to form a Proposer under this RFP. Proposers comprising two Shortlisted Respondents (a “**Team**”) must comply with the requirements set forth in Section 7 addressing certain Administrative Information and Technical Information required of both Team members.

SECTION 6.0 PROPOSAL SUBMITTAL AND FORMAT REQUIREMENTS

6.1 General Provisions Regarding Proposals

The instructions and requirements for the Administrative Information and the Technical Information are set forth in Section 7. Each component of the Proposal 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 a Proposal subject to any reservations, qualifications, conditions, or assumptions may result in the Department’s rejection of the Proposal or giving the Proposal a lower rating.

6.2 General Submittal Requirements

Each Proposal shall include Administrative Information and Technical Information meeting the requirements set forth in Section 7. Proposals 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 Proposal Due Date

The completed Proposal shall be delivered no later than the Proposal Due Date and time specified in Section 3.1 to the address specified in Section 6.2.5 below.

6.2.2 Signatures Required

Signatures on documents included in the original Proposal 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 Proposal

The Proposal may not include any qualifications, conditions, exceptions to, or deviations from, the requirements of this RFP. If the Proposal does not fully comply with the instructions and rules contained in this RFP or contains an alteration or deviation or is non-compliant in any manner, the Department may disqualify the Proposal 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 Proposer. 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 Proposal 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 Proposal Delivery

The completed Proposal shall be submitted and delivered in a recyclable, low-cost, sealed box or other container. The Proposal 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 “[Proposer Name]: Proposal for the [*insert Project name*] (On-Call CM-GC Program): Original.” The original hardcopy Administrative Information and Technical Information shall be clearly identified as “original.”

SECTION 7.0 PROPOSAL CONTENTS

7.1 Outline of Proposal Contents

Proposer’s Proposal 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 – Proposer Information
Section C	Form C – Responsible Proposer Questionnaire
Section D	Compliance Forms
	Form D – Non-Collusion Affidavit
	Form E – Conflict of Interest Disclosure Statement
	Form F – Debarment and Suspension Certification
	Form G – DBE Requirements
	Form H – Certification Regarding Equal Employment Opportunity
	Form I – Certification Regarding Buy America
	Form J – Certification Regarding Use of Contract Funds for Lobbying
	Form K – Certification Regarding Ineligible Contractors
	Form L – Certification Regarding Restrictions of Boycott of Israel
Section E	Surety Letter
Volume 2 – Technical Information	
Section A	Executive Summary
Section B	Proposer Organization
Section C	Form M – Proposer Experience
Section D	Key Personnel Qualifications and Experience
	(1) Form N-1 – Key Personnel List
	(2) Form N-2 – Key Personnel Experience
	(3) Form N-3 – Additional Key Personnel Experience Form
Section E	Form O – Project-Specific Information

7.2 Administrative Information

7.2.1 General Requirements

The binder containing the original Administrative Information shall be clearly labeled “[Proposer Name]: Original Administrative Information for the [insert Project name] Project (On-Call CM-GC Program).”

Proposer 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.

If Proposer is a Team, then each of the forms required as part of the Administrative Information must be provided by or on behalf of both Proposer Team members and, if requiring signature, must be signed by both Team members.

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 Proposer. If Proposer is a Team, Proposer shall attach to the Transmittal Letter the documents and information described in the Section entitled “Additional Information To Be Provided With Proposal Letter if Proposer is a Team” of Form A.

7.2.3 Informational Forms (Forms B) and Legal Information

The Administrative Information shall include a signed statement by the Proposer (or, if Proposer is a Team, each Team member) attesting that it is currently prequalified with the Department.

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

7.2.4 Responsible Proposer 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 Proposal 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 Proposer.

7.2.8 DBE Requirements (Form G)

The Administrative Proposal shall include a Certification of DBE Goal Attainment or Good Faith Efforts (Form G) confirming that Proposer will obtain DBE commitments equal to or exceeding the DBE participation goal or will exercise good faith efforts to substantiate its attempts to meet the goal.

7.2.9 Certification Regarding Equal Employment Opportunity (Form H)

The Administrative Proposal shall include Form H, regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports. Form H in respect of the Proposer (or, if the Proposer is a Team, each Team member) shall be provided, whether in a single Form H executed by the Proposer or in multiple forms executed by the respective entities.

7.2.10 Certification Regarding Buy America (Form I)

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

7.2.11 Certification Regarding Use of Contract Funds For Lobbying (Form J)

The Administrative Proposal shall include Form J, executed by Proposer, all members or joint venture members of Proposer, and, if Proposer is a Team, each Team member certifying that no federal appropriated funds have been or will be paid for lobbying activities, and no other funds have been paid or will be paid to influence governmental decisions regarding this Project.

7.2.12 Certification Regarding Ineligible Contractors (Form K)

The Administrative Proposal shall include Form K, certifying that Proposer and its subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or ineligible from doing transactions with the Federal Government or any of its agencies and making other certifications as described on Form K.

7.2.13 Certification Regarding Restriction of Boycott of Israel (Form L)

The Administrative Proposal shall include Form L executed by Proposer (or, if Proposer is a Team, each Team member) certifying that, in accordance with Arkansas Code Annotated § 25-1-503, Proposer (or, if Proposer is a Team, each Team member) does not and will not boycott Israel during the term of the CM-GC Contract.

7.2.14 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 Proposer is capable of obtaining a performance bond and payment bond for a minimum amount of \$[*insert amount*] million each, and may not state that the Proposer 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 RFP and has evaluated the backlog and work-in-progress of the Proposer 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 “[Proposer Name]: Original Technical Information for the [insert Project name] Proposal (On-Call CM-GC Program).”

Proposer 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 Executive Summary

The Proposer shall provide an executive summary (not more than two pages), written as a narrative, in a non-technical style, containing supplemental information for evaluators addressing the Proposer's Project approach, understanding of the CM-GC project delivery method, and approach to risk identification/mitigation, cost estimating, and scheduling.

7.3.3 Proposer Organization

The Proposer shall provide an organizational chart (not to exceed one page) showing the Proposer structure, teaming arrangements, and the chain of command during Preconstruction Services. The organizational chart shall identify key roles that are responsible for major Project functions to be performed and indicate the Proposer's reporting relationships within the organization. The organizational chart must show the functional structure of the organization and include the name, company, and role for each Key Personnel.

The Proposal shall also provide a description in narrative form (not to exceed one page) of the roles of Key Personnel during the Construction Work.

7.3.4 Proposer Capabilities and Experience

The Proposer shall use Form M to provide details of three reference projects, completed in the last 10 years or currently near completion, that demonstrate the Proposer's capabilities to deliver the Project.

7.3.5 Required Key Personnel

The Proposer shall identify the individual proposed to serve in each required Key Personnel role for the Project using Form N-1. The Proposer may elect to propose individuals in Form N-1 that were:

(a) Identified in the Proposer's Statement of Qualifications (SOQ) for the same Key Personnel role;

(b) Identified in the Proposer's SOQ for a different Key Personnel role; or

(c) Not identified in the Proposer’s SOQ.

In each case, the individual proposed to serve in a required Key Personnel role for the Project must meet the minimum qualifications and experience and satisfy the requirements identified in the following table.

Key Personnel Position	Description of Role and Minimum Qualifications/Experience
Project Manager (PM)	<p>Description: Overall project manager (“Project Manager”) 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>Qualifications and Experience: 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 as the Project. 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> <p>Availability: Full-time during Preconstruction Services and Construction Work</p>
Construction Manager (CM)	<p>Description: The construction manager (“Construction Manager”) is expected to be directly involved in the CM-GC Preconstruction Services and Construction Work. If the Proposer 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>Qualifications and Experience: 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 as the Project. Personnel experience forms must demonstrate relevant experience in design plan constructability reviews and experience identifying and mitigating risks.</p> <p>Availability: Minimum 50% during Preconstruction Services and full-time during Construction Work</p>
Lead Cost Estimator (LCE)	<p>Description: The lead cost estimator (“Lead Cost Estimator”) 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>Qualifications and Experience: 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</p>

Key Personnel Position	Description of Role and Minimum Qualifications/Experience
	<p>experience forms must demonstrate relevant experience in project cost estimating services.</p> <p>Availability: Minimum 50% during Preconstruction Services and as-needed during Construction Work.</p>
Lead Scheduler (LS)	<p>Description: The lead scheduler (“Lead Scheduler”) 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>Qualifications and Experience: 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> <p>Availability: Minimum 50% during Preconstruction Services and as-needed during Construction Work.</p>

The Proposer shall complete Form N-2 for all required Key Personnel identified in Form N-1 even if the individual was identified with the Proposer’s SOQ. The Proposer may complete the form using the same information submitted with the SOQ, or update the information to provide more accurate and current information, if applicable. Additionally, for each Key Personnel’s project experience, the Proposer shall identify elements that make their experience relevant to the Project and describe best practices that can be applied to the Project.

Each project referenced in Form N-2 shall not exceed one page, but there are no limits to the number of projects that may be used to meet the requirements.

7.3.6 Additional Key Personnel

Proposers may identify additional Key Personnel roles where additional value through use of the proposed role is anticipated. The Proposer shall identify additional Key Personnel roles and corresponding individuals to serve in those roles using Form N-3. For each additional Key Personnel role, the Proposer shall complete Form N-3 to explain the value and importance of the proposed additional Key Personnel for the Project. Form N-3 shall not exceed two pages for each additional Key Personnel role.

7.3.7 Project-Specific Information

The Proposer shall provide a completed Form O demonstrating its understanding of the Project and describing its proposed approach to addressing key issues of the Project in alignment with the Project goals. The response to each question on Form O may not be extended beyond the page(s) provided for each question in Form O. 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 Requirements for Proposals

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

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

Those Proposals not responsive to this RFP may be excluded from further consideration, and the Proposer will be so advised. The Department may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation.

8.2 Review and Evaluation of Proposals and Interviews

The Proposer must submit all information requested in the RFP 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, for the technical evaluation (“**Technical Criteria**”) listed in Section 8.3.3, and for the Proposer interview (“**Interview Criteria**”) listed in Section 8.3.4.

8.3 Evaluation Scoring Criteria for the Proposal and Interview

The ESC is comprised of Pass/Fail Criteria, Technical Criteria, and Interview Criteria. Following, or in conjunction with, evaluation of each Proposal for responsiveness, the Department will evaluate each Proposal based on the Pass/Fail Criteria. A Proposal must be determined to be responsive and obtain a “pass” on all Pass/Fail items in order for such Proposal to be evaluated qualitatively under the Technical Criteria and Interview Criteria. The Proposer whose combined score on the Technical Criteria and Interview Criteria is highest will be selected as the successful Proposer.

8.3.1 Responsiveness; Pass/Fail Criteria

The following are the Pass/Fail Criteria:

(a) The Proposal contains all material RFP 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 Proposer, nor any owner, officer, partner, director, or financial controller of the Proposer, nor any of its respective employees, has, in the past three years prior to the Proposal Due Date:

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

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

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

(c) The Proposer is not currently debarred, suspended, disqualified, or removed from bidding, nor has it been in the past three years prior to the Proposal Due Date. (See Form C.) The Department’s past temporary removal of the Proposer from construction bidding due to liquidated damages on other projects will not, by itself, result in a fail rating on this criterion, except to the extent that such temporary removal remains in effect as of the Proposal Due Date.

(d) Neither the Proposer nor any owner, officer, partner, director, or financial controller of the Proposer, or any respective employee included in the Proposal, 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 Proposal Due Date. (See Form C.)

(e) The Proposer has provided a letter from a Surety that meets each of the requirements set forth in Section 7.2.14.

8.3.2 Pass/Fail and Responsiveness Determination

Should a Proposal obtain a pass rating on all of the Pass/Fail Criteria and be determined to be responsive, the Proposal will be further evaluated under the Technical Criteria and Interview Criteria. Any Proposal that fails to achieve a pass rating on any Pass/Fail Criteria or is determined non-responsive will not be evaluated further and the Proposer will be unable to be awarded the CM-GC Contract.

8.3.3 Technical Information

The Technical Information will be evaluated to determine the Proposer’s ability to meet or exceed the Project goals, values, and requirements and will be scored in the following categories, for a total maximum Technical Information score of 1000 points:

- **Proposer Organization and Experience** (200 points maximum);
- **Required Key Personnel** (300 points maximum);
- **Project-Specific Information** (500 points maximum).

A maximum of 25 additional bonus points related to additional Key Personnel may be attributed to the Proposer’s score when the Department determines that additional value is likely to be provided by the proposed Key Personnel roles and the individuals proposed for those roles.

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

The Proposer will be evaluated as described in the table below.:

CATEGORY	POINTS	EVALUATION CRITERIA
Proposer Organization and Experience	200	<p>Proposer’s organization and experience (including its executive summary, organizational chart, and <u>Form M</u>) will be evaluated based on the extent to which the Proposer:</p> <ul style="list-style-type: none"> • Demonstrates an efficient structure that is capable of effective coordination and collaboration with the Department, its consultants, and stakeholders; • Demonstrates relevant experience on projects of similar scope, size, and complexity that will improve the likelihood of a successful project; and • Is likely to facilitate successful delivery of the Project

CATEGORY	POINTS	EVALUATION CRITERIA
Required Key Personnel	300	Proposer’s Key Personnel (<u>Forms N</u>) will be evaluated based on the extent to which the Key Personnel: <ul style="list-style-type: none"> • Meet or exceed minimum requirements for qualifications and experience; and • Demonstrate the experience and capability to effectively deliver the Project
Additional Key Personnel	25 <i>(Bonus Points applied to Key Personnel Section)</i>	Proposer’s additional Key Personnel will be evaluated based on the extent to which the Key Personnel provide experience that is likely to facilitate and improve delivery of the Project.
Project-Specific Information	Question 1 - 60 Question 2 - 50 Question 3 - 40 Question 4 - 50 Question 5 - 50 Question 6 - 50 Question 7 - 50 Question 8 - 50 Question 9 - 100	Proposer’s Project-Specific Information (<u>Form O</u>) will be evaluated based on the extent to which the information included in it indicates that the Project is likely to be delivered in alignment with the Department’s expectations for budget and schedule, with minimal impact to the traveling public.

The information provided in the Proposal will be used as deemed appropriate by the Department for the evaluation of the Proposer’s technical experience and capabilities. At its discretion, the Department may elect to use other information provided in the Proposal, including disclosures, to make inquiries about or otherwise further examine the Proposer’s technical experience and capabilities. The Department may take into account such inquiries and examinations in assessing the criteria above.

8.3.4 Proposer Interviews

Each Proposer that submits a responsive Proposal passing all Pass/Fail Criteria will be required to attend a technical interview with the Department. Each Proposer will be required to attend the interview with the following Key Personnel and Subcontractors: *[RFP to specify]*. The Proposer may bring any material that may assist in evaluating the Proposer’s qualifications. The interview will last approximately *[one hour]*. The format of the interview will be as follows: *[format to be provided in each RFP]*

A score will be calculated for the Interview Criteria by multiplying the percentage of maximum rating by the points available (*[1000]* possible points).

CATEGORY	POINTS	EVALUATION CRITERIA
Interview	[1000]	Proposer will be evaluated on its interview performance and ability to work as a team based on the following criteria: <ul style="list-style-type: none"> • Team technical expertise • Team collaboration and cohesiveness • <i>[any other criteria to be identified in the RFP]</i>

During interviews, the Department will not engage in any conduct that favors one Proposer over another, and no information from a Proposer’s Proposal will be disclosed to any other Proposer.

8.4 Right to Contact

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

8.5 Department Request for Clarification

Proposers will provide accurate and complete information to the Department. If information is not complete, the Department will either declare the Proposal non-responsive or notify the Proposer that the Department may allow the Proposer 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 Proposal of the Proposer 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 Proposers during the Proposal 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. Proposers’ 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.

SECTION 9.0 POST-EVALUATION PROCESS AND EXECUTION

9.1 Fee Development and Negotiation

The successful Proposer will prepare a proposal (“**PreCon Cost Proposal**”) for Preconstruction Services, which may be adjusted by the Department during negotiations. The PreCon Cost Proposal shall be based on negotiated identified unit rates for Key Personnel and support staff that will participate in the Project. Terms of the PreCon Cost Proposal must be valid for the length of the Project. The successful Proposer must include a total cost of Preconstruction Services, along with the following:

- (a) A breakout of the hours by task for each employee.
- (b) Identification of anticipated direct expenses.
- (c) Identification of any assumptions made while developing the PreCon Cost Proposal.

(d) Identification of any cost information related to additional services or tasks. This should be included in the PreCon Cost Proposal, but clearly identify it as additional costs and not made part of the total project cost.

The PreCon Cost Proposal must comply with applicable federal requirements, including cost principles contained in the Federal Acquisition Regulation (FAR). Prior to execution of the CM-GC Contract, the successful Proposer must have an audited FAR-compliant indirect cost (overhead) rate. If the successful Proposer does not have an established FAR rate with the Department, then it must provide information regarding its FAR rate(s) accepted by other states' transportation agencies, if any. Such information must include a cognizant letter from the Proposer's home state, if applicable, and documentation showing approval from the other states, regardless of whether they are the Proposer's home state. In addition, or if the Proposer does not have an established FAR rate with any other state transportation agency, such Proposer must provide (i) a FAR-compliant audit report from the most recent fiscal year completed by an independent certified public accountant, (ii) a statement outlining the Proposer's direct labor costs (salaries/wages) and indirect costs for fringe benefits (e.g., vacation, sick leave, holiday leave, FICA, healthcare, retirement) for relevant personnel, together with a certification from the firm's chief financial officer or equivalent that the information provided in the statement is true and correct, and (iii) an American Association of State Highway and Transportation Officials (AASHTO) internal control questionnaire.

The successful Proposer must submit its PreCon Cost Proposal to the Department within [30] days following receipt of notification that it is the successful Proposer. If the Department determines, in its discretion, that the PreCon Cost Proposal is unacceptable, then it will provide notice of such determination to the Proposer along with any comments. The Proposer will have the opportunity to revise and resubmit its PreCon Cost Proposal within [10] days of receipt of such notice.

If the Proposer fails to timely submit the original PreCon Cost Proposal or revised PreCon Cost Proposal, as applicable, or if the Department determines, in its discretion, that the revised PreCon Cost Proposal is unacceptable, then the Department may end negotiation with the successful Proposer and award the CM-GC Contract to the next highest scoring Proposer who will then be considered the successful Proposer for purposes of this section.

9.2 Execution of CM-GC Contract

By submitting its Proposal, each Proposer commits to enter into the form of CM-GC Contract included in the RFP, without negotiation or variation, except to fill in blanks and include information that the form of CM-GC Contract indicates is required. The Department may agree, in its sole discretion, to limited negotiations with the successful Proposer to clarify any remaining issues regarding scope, schedule, or any other information provided by that Proposer. Any decision to commence limited negotiations is at the Department's sole discretion.

If a CM-GC Contract satisfactory to the Department cannot be negotiated with the successful Proposer and executed within 60 days after the Proposer receives notice that it is the successful Proposer, the Department will, formally and in writing, end negotiations with that Proposer and take any of the following actions in its discretion: (a) require the successful Proposer to enter into the CM-GC Contract in the form included in the RFP, without variation except to fill in blanks and include information that the form of the CM-GC Contract indicates is required; (b) reject all Proposals; (c) proceed to the next highest scoring Proposer to attempt to negotiate a CM-GC Contract with that Proposer in accordance with this Section 9.2. If option (c) is selected, the Proposer that submitted the next highest scoring Proposal will be considered the successful Proposer for purposes of this section.

9.3 Post-Selection Deliverables

As a condition precedent to execution of the CM-GC Contract, the successful Proposer shall deliver the following to the Department within five Business Days after notification of award (or as soon as reasonably practicable thereafter):

(a) If the Proposer is a Team, (i) a copy of the final organizational documents for the CM-GC limited liability company, partnership or joint venture; (ii) evidence of the Proposer's authority to transact business in the State of Arkansas; and (iii) evidence that the Proposer is prequalified in accordance with Section 102 of the Department's Standard Specifications for Highway Construction, 2014 Edition. The final form of the organizational documents may not differ materially from the draft organizational documents included with the Proposal. If the CM-GC is a joint venture, attach a letter from each joint venturer stating that the joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the CM-GC under the Proposal and under any contract arising therefrom.

(b) [Certificates of insurance accompanied by one or more committed letters from insurance brokers confirming that coverage will be placed in accordance with the CM-GC Contract.]¹

(c) Payment and performance bonds, each in the amount of \$[insert amount], conforming to the requirements of the CM-GC Contract.

(d) Any other requirements identified by the Department.

During the negotiation period, as a condition to execution of the CM-GC Contract, the Proposer shall deliver drafts of the deliverables identified in this Section 9.3 for pre-approval by the Department.

SECTION 10.0 PROTESTS

This section sets forth the exclusive protest remedies available with respect to the RFP (a "**Protest**"). By the submission of a Proposal, the Proposer expressly recognizes the limitation on its rights to file a Protest to only those rights and provisions contained herein. The Proposer expressly waives all other rights, remedies, and agrees that this Section 10.0 sets forth all rights and remedies of the Proposer regarding Protests. The Protest provisions included in this RFP are provided in consideration of such waiver and agreement by the Proposer. If a Proposer disputes or does not follow the exclusive Protest remedies set forth in this RFP, the Proposer 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 Proposer action. The submission of a Proposal by a Proposer is deemed to include the Proposer's irrevocable and unconditional agreement with respect to such indemnification obligation.

10.1 Written Protests Only

A Protest from a Proposer must be submitted to the Department in writing and contain all information described below in Section 10.2. The written Protest must be mailed to the following person (the "**Protest Official**") at the following address:

¹ *Note: Paragraph (b) will be included if the CM-GC Contract for the Project will have insurance requirements that are different from the requirements of the Department's Standard Specifications.*

[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 Proposer 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 Proposer prior to issuance of the Protest Official's written decision. The Proposer 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 Proposer. The Proposer may appeal the decision of the Protest Official by filing a written appeal as described in Section 10.4.

It is the Proposer'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 Proposer not meeting the appropriate deadline(s) for any such Protest or appeal.

10.2 Protest Contents

A Protest must include the following:

1. The name and address of the Proposer;
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 Proposer 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 award of the CM-GC Contract in order to allow the respective Proposer an opportunity to file or correct a Protest or appeal, unless otherwise required by applicable law.

10.3 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 award of the CM-GC Contract. If the Department determines that a delay in the Procurement Process is appropriate, all Proposers will be notified of the delay.

The Proposer 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 10.4 below.

10.4 Rights of Appeal

If the Proposer disagrees with the written decision of the Protest Official, the Proposer 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 Proposer 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 Proposer 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 Proposer 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 11.0 DEPARTMENT RIGHTS AND DISCLAIMERS

In addition to the reserved rights articulated throughout the RFP, the Department reserves the right, in its sole and absolute discretion, to do the following: (a) reject any or all Proposals; (b) issue a new RFP; (c) cancel, modify, or withdraw the RFP; (d) appoint an evaluation team to review Proposals and seek the assistance of outside technical experts in the Proposal evaluation; (e) revise and modify, at any time before the Proposal Due Date, the RFP; (f) extend the Proposal Due Date; (g) seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposal on one or all the Proposers; and (h) refuse to receive or open a Proposal, once submitted, or reject a Proposal, if such refusal or rejection is based on, but not limited to, any of the following: (1) failure on the part of the Proposer 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 RFP on the part of the Proposer; (3) issuance of a notice of debarment or suspension to the Proposer; (4) submittal by the Proposer of more than one Proposal under the Proposer's own name or under a different name; and (5) existence of a conflict of interest or evidence of collusion in the preparation of a statement of qualifications, proposal, or bid for any design or construction project by the Proposer.

The issuance of the RFP is not a commitment by the Department to award the CM-GC Contract, nor does it obligate the Department to pay for any costs incurred in preparation and submission of the Proposal. By submitting a Proposal, a Proposer disclaims any right to seek compensation for such costs from the Department. By submission of a Proposal in response to the RFP, the Proposer thereby specifically acknowledges acceptance of the above rights and disclaimers.

EXHIBIT A
DEFINITIONS AND ACRONYMS

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

“**Administrative Information**” means the Proposal materials submitted by a Proposer 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 Proposer; 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 Proposer or 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 7.3.5.

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

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

“**Disadvantaged Business Enterprise (DBE)**” has the meaning set forth in Section 2.3.3.

“**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.

“**Evaluation Scoring Criteria (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.

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

“**Key Personnel**” means the individuals designated by a Proposer pursuant to Section 7.3.5.

“**Lead Cost Estimator (LCE)**” has the meaning set forth in Section 7.3.5.

“**Lead Scheduler (LS)**” has the meaning set forth in Section 7.3.5.

“**On-Call CM-GC Program**” means the Department’s on-call CM-GC program as 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 Contract (PPC)**” has the meaning set forth in Section 4.1.1.

“**PreCon Cost Proposal**” has the meaning set forth in Section 9.1.

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

“**Procurement Process**” means the procurement process for the Project beginning with the release of the RFP and ending upon the execution of the CM-GC Contract.

“**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 7.3.5.

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

“**Proposal Due Date**” means the deadline (date and time) for submission of Proposals identified in Section 3.1.

“**Proposer**” means the entity submitting a Proposal in response to the RFP.

“**Protest**” has the meaning set forth in Section 10.0.

“**Protest Official**” has the meaning set forth in Section 10.1.

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

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

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

“**Shortlisted Respondent**” has the meaning set forth in Section 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 the Proposer’s bonding capacity as described in Section 7.2.14.

“**Team**” has the meaning set forth in Section 5.6.

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

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

EXHIBIT B
PROJECT DESCRIPTION

[To be provided in each RFP.]

**EXHIBIT C
REQUIRED FORMS**

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

TRANSMITTAL LETTER

PROPOSER: _____

Proposal Due Date: _____, 2022

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

The undersigned (“**Proposer**”) submits this statement of qualifications (this “**Proposal**”) in response to that certain Request for Proposals dated as of [●], 2022 (as amended, the “**RFP**”), issued by the Arkansas Department of Transportation (the “**Department**”) for the [*insert Project name*]. Capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

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

Volume 1: General Information; and

Volume 2: Technical Information;

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

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

Proposer represents and warrants that it has read the RFP and agrees to abide by the contents and terms of the RFP and the Proposal.

Proposer understands that the Department is not bound to award the CM-GC Contract to any Proposer and may reject each Proposal the Department may receive.

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

Proposer acknowledges and accepts the GMP development process as described in the RFP and CM-GC Contract.

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

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

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

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 appropriate signature block from following pages]

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

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the Proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert the Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER IF PROPOSER IS A TEAM:

A. Describe in detail the legal structure of the Proposer.

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

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

- B. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate and authorized officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate and authorized officer of each general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and, if required by its operating agreement, a manager/managing member(s) resolution providing such authorization, certified by an appropriate and authorized officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate and authorized officer of such joint venture member. If the Proposer is a joint

venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.

- C. The CM-GC partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to the Department, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners or members, as applicable, no joint venture member, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to the Department and identify on a cover page where in the agreement the provision can be found. If the CM-GC is not yet formed, provide draft organizational documents and indicate where the provision is found.

INFORMATION ABOUT PROPOSER ORGANIZATION—Form B

- 1.0 Name of Proposer: _____
- 2.0 Team Members (if applicable): _____
- 3.0 Type of entity (for CM-GC): _____
- 4.0 Proposer's address: _____

Telephone

Email

- 5.0 List all Arkansas professional licenses held by the Proposer. Attach copies of all Arkansas licenses. Attach a separate sheet if necessary.

- 6.0 The Proposal shall include the following information regarding the Surety(ies) providing the Surety letter in accordance with Section 7.2.14 of the RFP:

- (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).

(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.

STATE OF _____)
)
COUNTY OF _____)

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

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this ____ day of ____, 202_.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____

RESPONSIBLE PROPOSER QUESTIONNAIRE—Form C

PROPOSER NAME: _____

1. Questions

The Proposer shall respond either “yes” or “no” to each of the following questions. If the response is “yes” to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Proposer shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the Proposal and require its rejection.

Within the past 10 years, has the Proposer (or, if Proposer is a Team, any Team member), any Affiliate thereof, or any officer, director, responsible managing officer or responsible managing employee of the Proposer (or, if Proposer is a Team, any Team member) or Affiliate thereof who has a proprietary interest in the Proposer (or, if Proposer is a Team, any Team member):

- 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.

(Signature)

(Name printed)

(Title)

(Name of Organization)

[Evidence of signature authorization for such individual attached]

NON-COLLUSION AFFIDAVIT—Form D

STATE OF _____)

) ss:

COUNTY OF _____)

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

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

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

- C. The Proposer will not, directly or indirectly, divulge information or data regarding the terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after the rejection of all Proposals 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 Proposal and so that it is signed on behalf of the entity(ies) making the Proposal.]

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form E

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

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

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

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

2. Explanation

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

3. Certification

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

Signature

Name

Title

Company Name

_____, 2022
Date

DEBARMENT/SUSPENSION CERTIFICATION – Form F

Name of Proposer: _____

1. The Proposer¹ is not currently debarred, suspended, disqualified, or currently removed from bidding or performing work, voluntarily or involuntarily, for the State of Arkansas, the federal government, or more than three state governments.

2. The Proposer¹ has not been debarred suspended, disqualified, or removed from bidding or performing work, voluntarily or involuntarily, for the State of Arkansas, the federal government or more than three state governments during the past three years² (excluding instances in which the Proposer was disallowed from bidding on Department projects due to liquidated damages owed or pending on other projects).

3. The Proposer¹ is not subject to any proposed or pending debarment, suspension, or similar action.

Proposer Certification:

I hereby certify that, to the best of my knowledge, the three above statements are valid, true, and represent a complete and accurate understanding of the condition of the Proposer¹. It is understood and agreed upon that any false acknowledgement, misrepresentation, or inaccuracy may be cause for disqualification of the Proposer from the Procurement Process whether discovered during the Procurement Process or after award of a Project.

Proposer’s Authorized Representative:

(Printed Name)

(Signature)

Date: _____

(Title)

¹ Note: “Proposer” includes any Team member or Affiliate.
² Note: Prior to the Proposal Due Date listed in the RFP Schedule.

DBE CERTIFICATION—Form G

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

Certification

By signing the Proposal, the Proposer certifies that (1) the DBE goal for the Project will be met by the CM-GC obtaining commitments equal to or exceeding the DBE percentage or providing a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the CM-GC Contract, the CM-GC will submit a DBE performance plan meeting the requirements set forth in the CM-GC Contract.

Failure to submit the DBE performance plan will be considered a breach of the requirements of the RFP. As a result, the Proposer will be precluded from participating in any re-procurement of the Project.

[Name]

[Title]

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION—Form H

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

(Check one of the following boxes)

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

(Check one of the following boxes)

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

Signature: _____

Title: _____

Date: _____

If not Proposer, relationship to Proposer: _____

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

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

BUY AMERICA CERTIFICATION—Form I

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

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

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

PROPOSER	
SIGNATURE	
NAME (printed or typed)	
TITLE	
DATE	

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING—Form J

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

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

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

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

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

Date: _____, 2022

Signature

Title

Name of Entity

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members, or joint venturers of the Proposer and each Team member, if applicable]

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS—Form K

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

FINANCED IN PART BY THE U.S. GOVERNMENT

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

(Name of Proposer)

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

If any Team member (if applicable) is unable to certify to any of the statements in this certification, such prospective Team Member shall attach an explanation to this certification.

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

Name of Proposer _____
Street Address of Proposer _____
City, State, Zip _____
Telephone Number of Proposer _____
Signature of Certifying Officer _____
Date _____

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

CERTIFICATION REGARDING RESTRICTION OF BOYCOTT OF ISRAEL—Form L

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

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

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

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

Name of Project	<i>[Insert name of Project]</i>
Role on Project	
Contractor name	

Contractor Signature: _____ Date: _____

PROPOSER EXPERIENCE – Form M

Name of Proposer:	[Insert name of Proposer]
--------------------------	---------------------------

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

Reference Project #1 (cont.)

Description of project elements with relevance to the Project; use of innovative concepts that may be applicable to the Project; best practices which may be applied to the Project; and examples of collaboration with other professional service providers (e.g., designers) and stakeholders

[Insert text here]

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

Reference Project #2 (cont.)

Description of project elements with relevance to the Project; use of innovative concepts that may be applicable to the Project; best practices which may be applied to the Project; and examples of collaboration with other professional service providers (e.g., designers) and stakeholders

[Insert text here]

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

Reference Project #3 (cont.)

Description of project elements with relevance to the Project; use of innovative concepts that may be applicable to the Project; best practices which may be applied to the Project; and examples of collaboration with other professional service providers (e.g., designers) and stakeholders

[Insert text here]

KEY PERSONNEL LIST – Form N-1

Name of Proposer:	[Insert name of Proposer]
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Note: Provide a separate Form N-2 for each proposed individual proposed to serve in a required Key Personnel role. Provide a separate Form N-3 for each proposed individual proposed to serve in an additional Key Personnel role.

Key Personnel Role	Name
Project Manager	[Insert name here]
Lead Cost Estimator	[Insert name here]
Lead Scheduler	[Insert name here]
Construction Manager	[Insert name here]
[Insert additional Key Personnel role]	[Insert name here]
[Copy and paste as needed for each additional Key Personnel Role]	[Insert name here]

KEY PERSONNEL EXPERIENCE FORM – Form N-2

Name of Proposer:	[Insert name of Proposer]
--------------------------	---------------------------

Key Personnel Role	<i>[Insert title here]</i>		<i>[Insert individual's name here]</i>	
	Individual identified in SOQ?	[Yes or No]	If “Yes”, are they proposed in the same Key personnel Role?	[Yes or No]
Project Experience #1	Project Name			
	[Insert text here]			
	Project Description			
	[Insert text here]			
	Position Title		[Insert text here]	
	Number of months serving in this position		[Insert text here]	
	Detailed description of project responsibilities for this position title			
	[Insert text here]			
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position			
	[Insert text here]			
Describe elements that make this experience relevant to the Project and describe best practices gained from this experience that can be applied to this Project				
[Insert text here]				

Project Experience #2	Project Name	
	[Insert text here]	
	Project Description	
	[Insert text here]	
	Position Title	[Insert text here]
	Number of months serving in this position	[Insert text here]
	Detailed description of project responsibilities for this position title	
	[Insert text here]	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
	[Insert text here]	
Describe elements that make this experience relevant to the Project and describe best practices gained from this experience that can be applied to this Project		
[Insert text here]		
[Copy and paste as needed to demonstrate additional project experience sufficient to satisfy the requirements for qualifications and experience]		
Summary of Experience	Sum the total number of years and months of experience in a position relevant to experience required for the Key Personnel position	[Insert cumulative total years of experience as demonstrated by the above experience that are applicable to the Key Personnel position.]

ADDITIONAL KEY PERSONNEL EXPERIENCE FORM – Form N-3

Name of Proposer:	[Insert name of Proposer]
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Proposed Additional Key Personnel Role	<i>[Insert title here]</i>	<i>[Insert individual's name here]</i>
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	Explanation regarding the importance of this position with respect to the Project
	[Insert text here]

Project Experience #1	Project Name	
	[Insert text here]	
	Project Description	
	[Insert text here]	
	Position Title	[Insert text here]
	Number of months serving in this position	[Insert text here]
	Detailed description of project responsibilities for this position title	
	[Insert text here]	
Describe elements that make this experience relevant to the Project and describe best practices gained from this experience that can be applied to this Project		
[Insert text here]		

Project Experience #2	Project Name	
	[Insert text here]	
	Project Description	
	[Insert text here]	
	Position Title	[Insert text here]
	Number of months serving in this position	[Insert text here]
	Detailed description of project responsibilities for this position title	
	[Insert text here]	
	Describe elements that make this experience relevant to the Project and describe best practices gained from this experience that can be applied to this Project	
[Insert text here]		

PROJECT-SPECIFIC INFORMATION – Form O

Question #1	
Name of Proposer:	[Insert name of Proposer]
Why are you the best firm/team to deliver the Project? Highlight past firm experience, staff experience, qualifications, capabilities, and capacity that are specifically relevant to the Project.	
[Insert text here]	

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

Question #2

Name of Proposer:

[Insert name of Proposer]

How will you forecast necessary staff levels and maintain those staff levels during the Preconstruction Phase and the Construction Phase? Describe your approach to managing loss of staff during the Project.

[Insert text here]

NOTE: This Form may not be altered to extend the space to answer each question beyond the page(s) provided.

Question #3

Name of Proposer:

[Insert name of Proposer]

Describe your Preconstruction Phase approach to: (a) utility coordination; (b) minimizing right-of-way impact; and (c) confirming that stakeholder and other third-party concerns will be addressed.

(a) [Insert text here]

(b) [Insert text here]

(c) [Insert text here]

NOTE: This Form may not be altered to extend the space to answer each question beyond the page(s) provided.

Question #4

Name of Proposer: [Insert name of Proposer]

- (a) Provide the approximate percentage of the work you intend to self-perform and describe the type(s) of construction work you intend to self-perform.**
- (b) Identify what type(s) of construction work you plan to subcontract, and identify any known subcontractors and their proposed role.**
- (c) Identify any known DBEs that you will engage to perform subcontracted work, and identify potential work types where you anticipate using DBEs to perform subcontracted work.**

(a) [Insert text here]

(b) [Insert text here]

(c) [Insert text here]

NOTE: This Form may not be altered to extend the space to answer each question beyond the page(s) provided.

Question #5

Name of Proposer:

[Insert name of Proposer]

Describe how you will sequence construction work for the Project, and identify known Project constraints that will need to be considered during construction (e.g., seasonal work, availability of materials and equipment, maintenance of traffic, and labor availability).

[Insert text here]

NOTE: This Form may not be altered to extend the space to answer each question beyond the page(s) provided.

Question #6

Name of Proposer:

[Insert name of Proposer]

Describe how you will collaboratively integrate and optimize the construction schedule with the design schedule and identify factors that may control the schedule. Provide an estimated construction duration (NTP of construction work to Substantial Completion).

[Insert text here]

NOTE: This Form may not be altered to extend the space to answer each question beyond the page(s) provided.

Question #7	
Name of Proposer:	[Insert name of Proposer]
Describe key project risks and other cost drivers for this Project and identify potential strategies for mitigating risks and minimizing potential adverse impacts to cost and schedule.	
[Insert text here]	

NOTE: This Form may not be altered to extend the space to answer each question beyond the page(s) provided.

Question #8	
Name of Proposer:	[Insert name of Proposer]
Describe how you will coordinate with the Department, the ICE, the Project designer and other Project participants to introduce innovative concepts to be implemented in the design of the Project.	
[Insert text here]	

NOTE: This Form may not be altered to extend the space to answer each question beyond the page(s) provided.

Question #9

Name of Proposer:

[Insert name of Proposer]

Describe the open book process used in the development of estimates and the approach to using the cost model to communicate the cost of each item of work and the cost of any risk. Further, describe how you will use the open book process to communicate the assumptions, risk, opportunities, innovation, market conditions, competition, subcontracting opportunities, means and methods, and potential challenges in the design that may impact cost.

[Insert text here]

NOTE: This Form may not be altered to extend the space to answer each question beyond the page(s) provided.

Question #9 (cont.)

[Insert text here]

NOTE: This Form may not be altered to extend the space to answer each question beyond the page(s) provided.

RFC FORM – Form P

PROPOSER NAME: _____

DATE: _____

PROPOSER PROCUREMENT POINT OF CONTACT:

Name: _____

Telephone: _____

Email: _____

Comments Submitted: [#] – [#]

No. ¹	Document ²	Section ²	Page No. ²	Comment/Question ³
1				
2				
3				

INSTRUCTIONS:

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

EXHIBIT D
FORM OF CM-GC Contract

[NTD: To be added.]

EXHIBIT E
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.

DESIGN RELATED	ADMINISTRATION RELATED
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
COST RELATED	SCHEDULE RELATED
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	PRECONSTRUCTION RELATED FIELD WORK
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.

Quality Level	Description
QL-D	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.
QL-C	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).
QL-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.
QL-A	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).