

REQUEST FOR QUALIFICATIONS

MICHIGAN DEPARTMENT OF TRANSPORTATION

Metro Region

Design-Build-Finance-Maintain Project

I-75 Modernization Project (Segment 3)

I-75 from north of 13 Mile Road

to north of 8 Mile Road -

Addendum 1

Job Numbers: 201438

Control Section: 63174, 63103

October 24, 2017



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PART A BACKGROUND AND INSTRUCTIONS

1 INTRODUCTION

The Michigan Department of Transportation (“MDOT”) hereby invites interested parties to respond to this Request for Qualifications (“RFQ”) to: (a) partner with MDOT on the designing, building and financing of improvements on the existing freeway stretch of I-75 from north of 13 Mile Road to north of 8 Mile Road (the “Project”) in the Detroit Metro Region; and (b) provide long-term maintenance on the existing and improved system for the Contract Term. This opportunity to design, build, finance, and maintain (“DBFM”) Segment 3 of the I-75 Modernization Project will be procured through a Public Private Partnership (“P3”) contracting structure.

As defined and requested in this RFQ, Respondents will provide Statements of Qualifications (“SOQs”) describing their teams and providing other requested information. MDOT expects to identify and short-list three (3), but no more than four (4) Respondent Teams for further consideration. Short-listed Respondents will be invited to participate in a subsequent Request for Proposal (“RFP”) process.

1.1 Definitions

Certain capitalized terms used in this RFQ are defined below. Other capitalized terms used in this RFQ are defined within this RFQ. To the extent there are capitalized terms used in this RFQ that are not defined, such terms shall have the standard industry or commercial meaning given to them.

Affiliate – Any person for which ten percent or more of the equity interest in such person is held directly or indirectly, beneficially or of record by (i) Developer, (ii) any Major Participant or (iii) any Controlled Subsidiary of Developer or any Major Participant.

Agreement – The contract to design, build, finance, and maintain the Project that MDOT will enter into with the Developer upon successful completion of the procurement process.

Alternative Technical Concept (“ATC”) – A concept presented by a Proposer which conflicts with the requirements of the Agreement. Further details regarding the ATC process will be outlined in the RFP documents.

Availability Payments – Periodic payments to be made by MDOT to the Developer subject to the terms specified in the Agreement, as described in Section 3.3.

Award – MDOT’s formal execution of the contract.

Chief Financial Officer – The chief financial officer of any Respondent or, if the Respondent has no chief financial officer, the treasurer, principal accounting officer, controller, or other similar financial officer.

Completion Deadline – Each intermediate completion deadline, substantial completion deadline and/or final acceptance deadline, depending on the context.

Contractor or Design-Builder – A member of a Responding Team responsible to construct the Project.

Contract Term or Term – The design, build, finance, and maintenance period.

Controlled Subsidiary – With respect to any referent person, any person who directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such referent person. For purposes of this definition the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a person, whether through voting rights or securities, by contract, family relationship, or otherwise.

Department – The Department of Transportation of the State of Michigan, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the work within its jurisdiction.

Design and Construction Limits – The delineation of the project ROW within which construction activities will occur.

Design Professional – A member of a Respondent Team responsible to design and engineer the Project.

Developer – The entity identified in the successful Proposal. Developer shall develop, design, finance, and construct the Project, and be responsible to ensure through self-assessment and self-reporting it meets the maintenance performance requirements within the Project limits for the term of the Agreement.

Equity Member(s) – The member(s) of a Respondent Team that will contribute shareholders’ equity to the Developer as part of the financing plan for the Project.

Final Acceptance – In relation to the design and construction of the Project shall mean the occurrence of all of the events and satisfaction of all of the conditions to be set forth in the relevant section of the Agreement, as and when confirmed by MDOT’s issuance of a certificate of Final Acceptance.

Financially Responsible Party – A parent company or affiliate company that will financially support all of the obligations of the Equity Member or Lead Contractor, as applicable, with respect to the Project.

I-75 Modernization Project – A program of comprehensive corridor improvements including widening and reconstruction for I-75 from north of M-102 (8 Mile Road) to south of M-59.

Key Personnel – The personnel listed in Part B, Volume C, Table C-1 Key Personnel and Duties.

Lead Contractor – The Contractor, whether a single entity or a joint venture, primarily responsible for the construction of the Project.

Lead Engineering Firm – The design professional, primarily responsible to design and engineer the Project.

Lead Maintenance Firm – The maintenance provider, whether a single entity or a joint venture, primarily responsible for maintenance of the Project.

Maintenance Limits – The delineation of the area for which the Developer has responsibility for maintenance during the Contract Term.

Major Non-Equity Member – Any or all of a Respondent’s Lead Engineering Firm, Lead Contractor, Lead Maintenance Firm, except where any of these entities qualifies as an Equity Member.

Major Participant – As used herein, means any Equity Member or Major Non-Equity Member. Where any Equity Member or Major Non-Equity Member is a consortium, partnership or joint venture, all general partners or members of consortium, partnership or joint venture shall be Major Participants.

MDOT Phase II Storm Water Management Plan – Required by permit from the Michigan Department of Environmental Quality to limit the discharge of pollutants from MDOT operated storm water drainage systems and part of MDOT’s comprehensive storm water management program.

Milestone Payments – Payments made by MDOT to the Developer upon occurrence of specified events.

Project – The Segment 3 DBFM project, as more specifically described in Section 1.2, and all other work product to be provided by the selected team as a condition to Final Acceptance in accordance with the Agreement.

Project Website – Information documents provided by MDOT to assist with the development of the RFQ responses at website location: <http://www.michigan.gov/mdot-i75-dbfm>.

Proposer – Respondent providing SOQ in response to the RFQ that is short-listed by MDOT to submit a Proposal.

Proposal – Response to the RFP.

Request for Proposals (RFP) – The solicitation that may be issued by MDOT to Proposers which will outline Proposal requirements and seek Proposals to design, build, finance, and maintain the Project.

Respondent or Respondent Team – A company firm, team, joint venture, partnership, consortium or similar organization submitting a SOQ in response to this RFQ.

Statement of Qualifications (SOQ) – Qualifications package submitted by a Respondent in response to this RFQ.

Transportation Project – An engineering project with highways and bridges as the main components.

Tunneling Project – A project that includes the design or construction of tunnels with a minimum 10-foot diameter and 10,000-feet in length.

Whole of Life and Life-Cycle Design and Construction - Incorporating operations and maintenance considerations into the design and construction of the asset (highway).

1.2 Project Description

The I-75 Modernization Project shown in Exhibit A has been in the planning and development stages for nearly 20 years. It encompasses approximately 18 miles of freeway from north of M-102 (8 Mile Road) to south of M-59 and has a current daily traffic volume of 103,000 to 174,000. The freeway was built in the 1960s but has not received comprehensive corridor improvements since that time. The need for increased capacity to relieve congestion is driven by the growth along the corridor due to land use changes and the migration of people, services and industry. It is a critical commercial route, a key commuter route, a vital tourist route and a local area business route moving people and goods across the state daily.

The I-75 Modernization Project is comprised of three segments:

- Segment 1 (north of Coolidge to south of M-59) has been completed and is open (September 2017).
- Segment 2 (8.5 miles of rural freeway) is being procured as a design-build contract and is expected to be awarded in the Summer of 2018.
- Segment 3 (1.5 miles of rural freeway and 4 miles of urban depressed freeway with service drives and a storage and drainage tunnel and pump station) will be procured as a DBFM and is the focus of this RFQ.

MDOT is seeking a partner to accelerate delivery, leverage state-of-the art innovation, and private financing for the final 5.5 mile segment (Segment 3) of the I-75 corridor under a DBFM delivery method for a Contract Term. Segment 3 is located north of 13 Mile Road to north of 8 Mile Road in the Cities of Madison Heights, Royal Oak and Hazel Park which are all within Oakland County.

Funding for Segment 3 may include State, Federal and/or local governments in a range of potential combinations. Respondents are advised that the RFP will be drafted based on the assumption that the Project and the plan of finance for the Project will remain eligible for federal-aid funds. As such, regardless of the funding sources proposed, all Respondents must meet Federal, State and/or local government funding requirements. Compensation for all services under this contract are subject to annual appropriations by the legislature.

The Project scope includes the following:

- a) Realign and reconstruct I-75 mainline, service drives and ramps.
- b) Add a new lane (general purpose and/or HOV lane) in both directions.
- c) Reconstruction of the following structures:
 - S01 of 63174 – Gardenia Road over I-75
 - S02 of 63174 – NB I-75 Service Road over I-75
 - S03-1 of 63174 – NB I-75 over 12 Mile Road
 - S03-2 of 63174 – SB I-75 over 12 Mile Road
 - S03-5 of 63174 – EB 12 Mile Road to NB I-75 Ramp
 - S04 of 63103 – Shevlin Avenue Double U-turn over I-75
 - S04-1 of 63174– NB I-75 over 13 Mile Road
 - S04-2 of 63174– SB I-75 over 13 Mile Road
 - S06 of 63103– Dallas Avenue Dual Turn Ramp over I-75 (Structure to be permanently removed)
 - S22 of 63174 – Meyers Avenue over I-75

- S23 of 63174– John R Road SB Turn Ramp over I-75
 - S24 of 63174– John R Road over I-75
 - S25 of 63174- John R Road/9 Mile Road Dual Turn Ramp over I-75 (Combined with S26)
 - S26 of 63174– Nine Mile Road SB Turn Ramp over I-75 (Structure to be permanently removed)
 - S28 of 63174– Woodward Heights Blvd over I-75
 - S30 of 63174– 10.5 Mile Road over I-75
 - S31 of 63174– 11 Mile Road over I-75
 - S33 of 63174– I-696 to I-75N Connector over I-75N Exit Ramp (New structure)
 - B02-1 of 63174 – NB I-75 over Red Run Drain
 - B02-2 of 63174– SB I-75 over Red Run Drain
 - B02-5 of 63174– NB I-75 On-ramp over Red Run Drain
 - B02-6 of 63174– SB I-75 Off-ramp over Red Run Drain
 - P01 of 63174– Pedestrian Crossing south of 12 Mile Road over I-75
 - P02 of 63174– Pedestrian Crossing north of Bernhard Avenue over I-75
 - P03 of 63174– Pedestrian Crossing Harry Avenue over I-75
 - P04 of 63174– Pedestrian Crossing of Highland Avenue over I-75
 - P05 of 63174– Pedestrian Crossing of Browning Avenue over I-75
 - P06 of 63174– Pedestrian Crossing of Orchard Avenue over I-75
- d) Drainage improvements including an approximately 14-foot diameter and 4-mile long storage and drainage tunnel located about 100-feet beneath the Northbound Service Drive from 12 Mile Road to 8 Mile Road in the cities of Madison Heights and Hazel Park and installation of a new pump station.
- e) Maintain existing drainage during construction, commission new tunnel and pump station, and demolish and remove the existing seven (7) pump stations..
- f) ITS upgrades including CCTV cameras, variable message signs, upgrades to fiber optic cable, among items.

The Project also includes grading, environmental compliance, clearing and grubbing, landscaping, aesthetics, traffic signals, noise and retaining walls, maintenance of traffic, maintenance during construction, paving, pavement marking and signing work. Additional major responsibilities of the successful team will include utility coordination, quality, construction safety, permitting and public relations.

The Developer will also be responsible for long-term maintenance for certain asset categories including pavement, bridge structures, retaining walls, noise walls, fencing, landscaping renewal, the storage and drainage tunnel and the pump stations for the maintenance period. The Developer will be responsible for routine maintenance of the Project during construction.

Additional Project information and data is included on the Project Website (<http://www.michigan.gov/mdot-i75-dbfm>) and in Part C:

- Exhibit A – I-75 Modernization Project Segments 1, 2 and 3
- Exhibit B – I-75 Segment 3 DBFM Project map

1.3 Project Goals

The following goals have been established for the Project:

- a) Improve travel efficiency (including mobility, safety and movement of goods) within the Project limits.
- b) Optimize risks by transferring risks to parties best able to manage them.
- c) Develop a high quality Project that optimizes the whole-life performance.
- d) Develop and maintain the Project consistent with current MDOT, FHWA, and AASHTO practices, guidelines, policies, and standards.
- e) Avoid or minimize impacts to the environment.
- f) Avoid or minimize construction related impacts from roadway and underground storage and drainage tunnel construction to property, residents, businesses, motorists, pedestrians, bicyclists, and utilities.
- g) Allow for innovative ideas to improve quality, reduce cost, improve whole-life performance of the asset, reduce the impacts to the public, environment, or shorten the construction schedule.
- h) Collaborate with the team leading the delivery of the northern Segment 2 to provide seamless interface between projects and avoid an impact to either segment's delivery and schedule.
- i) Maintain the Project (including but not limited to the roadway, bridges and the storage and drainage tunnel) to achieve the performance and handback requirements in accordance with the contract documents.
- j) Make the most and best use of available funding and financing to deliver the project within MDOT's constraints.
- k) Obtain substantial completion by Fall of 2022.

1.4 Key Project Stakeholders

MDOT is the Project sponsor, responsible for procuring and administering the DBFM. The Developer will report directly to MDOT and will be responsible for coordination efforts related to the Project with, but not limited to, the following key Project stakeholders:

- Michigan Department of Environmental Quality ("MDEQ") – Responsible for permits associated with storm water management, drainage and erosion control.
- Road Commission for Oakland County ("RCOC") – Responsible for local roads in Oakland County and currently a subcontractor to MDOT for roadway operations and maintenance such as snow removal, pothole patching, etc. A draft maintenance responsibility matrix is available on the Project Website.
- Oakland County Water Resources Commissioner ("OCWRC") – Responsible for operations and maintenance of the George W. Kuhn Retention Treatment Facility.
- City of Royal Oak – City within Oakland County that lies within the Project limits.
- City of Madison Heights – City within Oakland County that lies within the Project limits.
- City of Hazel Park – City within Oakland County that lies within the Project limits.
- Federal Highway Administration ("FHWA") – Lead federal agency for the Project.
- Freeway Lighting Partners – The P3 developer for MDOT's freeway lighting program who will provide the design requirements needed in the RFP. They will retain operations and maintenance after final acceptance by MDOT.

2 PROJECT STATUS AND OTHER ISSUES

Information about the Project status can be found on the Project Website. This information will be updated as additional Project information becomes available. The draft RFP will include updated Project information by the dates indicated in the specific sections.

2.1 National Environmental Policy Act (“NEPA”) Status

A Final Environmental Impact Statement (“FEIS”) for I-75 from M-102 to M-59, Oakland County Michigan which includes Segment 3 was approved by FHWA in April 2005 with a Record of Decision (“ROD”) issued in January 2006.

Per Code of Federal Regulations (“CFR”) 771.129, a re-evaluation of the NEPA document is required prior to FHWA taking an action on each segment of I-75. The re-evaluation for Segment 3 is currently being conducted and is expected to be completed and approved by January 2018.

2.2 Environmental Permitting

Proposed construction activities will require actions by the Developer to incorporate permanent and temporary soil erosion and sedimentation controls consistent with the MDOT Phase II Storm Water Management Plan. It is required that the proposed design ensure the Project remains in compliance with the current MDEQ Statewide General Permit for MDOT (MDOT Statewide MS4).

MDOT anticipates that a permit will be needed from MDEQ, as required under State of Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended for (a) Part 31, Water Resource Protection, which regulates placement of fill material within any part of a floodplain with a drainage area of two square miles or more, and (b) Part 301, Inland Lakes and Streams, which regulates work below the ordinary high water mark of any inland lake, stream, or drain, including the removal and replacement of culverts at the regulated water crossings.

See also Section 2.8 Storm Water Management.

2.3 Capital Cost Estimate

MDOT anticipates that the capital construction cost of the project is approximately \$575 million for all improvements to the facility, including the storage and drainage tunnel and new pump station. This estimate does not include maintenance costs, further detail on which will be provided in the RFP.

2.4 Right of Way (“ROW”) Acquisition

Respondents should note that the Project will require acquisition of ROW by MDOT. MDOT anticipates substantial completion of the acquisition of parcels associated with MDOT’s Reference Design prior to selection of the Developer. As of September 2017, 27 out of 46 total properties have been acquired by MDOT. Of the 19 parcels remaining for acquisition, 8 are partial takes and 11 are full parcel takings, of the 11 full parcel takings, only 3 parcels have houses on them. The list of acquisition parcels and related schedules will be provided in the RFP.

To the extent that ROW acquisition has not been completed prior to selection of the Developer, it is currently anticipated that the Agreement will include a schedule that will set forth when MDOT will make specific parcels available to the Developer.

In the event that the Developer desires additional ROW or temporary ROW for staging, operations, etc., in addition to that provided by MDOT, the Developer will be responsible for the costs of acquiring that

additional ROW. This also applies to any additional ROW the Developer desires for temporary working areas, means and methods of construction and changes between the Reference Design and the Developer's design. This does not relieve the Developer from achieving Project schedule. The RFP will provide further details regarding the acquisition process and the responsibilities of the Developer in connection with that process.

2.5 Geotechnical

2.5.1 Tunnel

The available geotechnical information collected by MDOT for the tunnel will be presented in a Draft Geotechnical Data Report ("GDR") – Tunnel, which will be included in the Project Website for review, once available. Additional geotechnical information will be provided in updates to the GDR that will be provided in the RFP as it becomes available. MDOT is currently in the process of developing a Geotechnical Baseline Report ("GBR") for the tunnel, which will be provided in the RFP.

2.5.2 Roadway/Structures

The available geotechnical information collected by MDOT for the roadway and structures will be presented in a Report on Geotechnical Investigation, which will be available for review by the date of the draft RFP.

2.5.3 Additional Investigations

MDOT does not anticipate that Respondents will need to conduct any geotechnical investigation to respond to this RFQ. To the extent that any Respondent desires additional information during the RFP process, however, such Respondent will be required to submit a request to MDOT by not later than ten (10) days post the date of issuance of the draft RFP for the number, type, and depths of additional geotechnical investigations, not to exceed ten (10) requested subsurface investigation locations. MDOT will review requests received from Respondents, and may conduct additional subsurface investigations at MDOT's discretion. MDOT's additional investigations will be performed, monitored and documented in general accordance with the procedures outlined in MDOT "Geotechnical Investigation and Analysis Requirements for Structures", latest edition. MDOT will notify Respondents of the schedule of additional investigations, and any Respondent may have up to two personnel on-site to observe the additional investigations. MDOT will provide the data from the additional investigations in a supplement to the GDR.

2.6 Utility Investigation and Relocation

Subsurface Utility Engineering ("SUE") data and utility plans within the Design and Construction Limits that have been obtained by MDOT are included on the Project Website. MDOT does not anticipate that Respondents will need to conduct any utility investigations in order to respond to this RFQ. Respondents may, during the RFP process, be asked to provide input on what, if any, additional utility investigation information will be collected. MDOT may decide to perform additional utility investigation based on the input it receives. MDOT has initiated coordination with affected utilities; however, after the Developer enters into the Agreement it will be responsible for coordination with utility owners, obtaining utility agreements and compliance with such utility agreements.

MDOT is continuing to obtain additional SUE and utility data that will be provided as part of the RFP as it becomes available.

2.7 Hazardous Materials Information

MDOT is currently conducting PACS and Preliminary Site Investigations (“PSI”) that will be completed by the end of 2017 and will be provided with the RFP as they become available. New surveys indicate that there are approximately 15 to 20 sites with medium to high contamination risk ratings. This will be documented in the environmental re-evaluation document. The Project Website includes Project Area Contamination Survey (“PACS”) information and reports that detail the results of hazardous materials investigations completed in October of 2003. This information identifies three sites within the Design and Construction Limits with medium to high contamination risk ratings.

2.8 Storm Water Management

The Project includes an approximately 14-foot diameter storage and drainage tunnel from north of 12 Mile Road to 8 Mile Road, a tunnel dewatering pump station, drops shafts and connecting tunnels, dewatering outlet pipeline, connection to discharge structure and associated instrumentation and controls. The intent of the storage and drainage tunnel is to separate MDOT’s storm water from an undersized combined system in the southbound service drive and store/release at a slower rate during storm events. The Project includes the demolition and removal of the existing seven (7) storm water pump stations within the Project limits that connect to the existing drainage tunnel under the southbound service drive..

2.9 I-75 Modernization Aesthetic Design Guide

The I-75 Modernization Aesthetic Design Guide includes design recommendations for aesthetic treatments throughout the I-75 corridor. The Developer will be responsible for following the design guide and coordinating the aesthetic features of the design with MDOT to create a consistent appearance of the Project throughout the I-75 Modernization corridor. The current design guide can be found on the Project Website and an updated version will be included with the draft RFP.

2.10 Maintenance Scope

The Developer will be responsible for long-term maintenance of certain Project assets within the Maintenance Limits defined in the RFP. The maintenance work is currently anticipated to include inspections, rehabilitation and renewal work and maintaining the Project in accordance with the performance requirements outlined in the Agreement for the Contract Term. This applies to the roadway, bridge structures, the storage and drainage tunnel and pump stations. Routine maintenance, winter operations and incident management will be the responsibility of MDOT or its subcontractors. A preliminary maintenance responsibility table, which is subject to change during the RFP process, is included on the Project Website.

2.11 Mobility Management

The Project corridor is critical to the efficient movement of goods and personal mobility in the region. Therefore, it is important that construction activities minimize the disruption of the flow of traffic including pedestrian mobility. The environmental commitments contained in the ROD require that two lanes of traffic be maintained in each direction at all times during construction.

Maintenance of traffic requirements are as follows:

- a) Maintain two (2) lanes in each direction on I-75 at all times, with limited exceptions.

- b) Provide detour routes for local road traffic when bridges are reconstructed.
- c) Provide detour routes for local road traffic when bridges over I-75 are reconstructed.
- d) Provide detour routes for I-75 traffic when mainline I-75 or interchange ramps are closed.
- e) Do not close consecutive interchange exit ramps at the same time that serve northbound I-75.
- f) Do not close consecutive interchange entrance ramps at the same time that serve northbound I-75.
- g) Do not close consecutive interchange exit ramps at the same time that serve southbound I-75.
- h) Do not close consecutive interchange entrance ramps at the same time that serve southbound I-75.
- i) Do not close consecutive local road bridges over I-75 at the same time.
- j) ITS technology during construction including a Stopped Traffic Advisory System.

3 PROJECT CONTRACTUAL AND FINANCING STRUCTURE

3.1 Agreement

MDOT intends to enter into an Agreement with the Developer that will set forth, among other things, the obligations of the Developer including the design, construction, financing and maintenance of the Project. A draft form of the Agreement will be included in the RFP.

The information regarding the Project's contractual and financial structure in this Section 3 reflects the Project terms anticipated by MDOT at the time of this RFQ; however, MDOT reserves the right to modify these anticipated terms based on its ongoing analysis of the technical and financial issues relating to the Project.

3.2 Project Financing

The Developer will be responsible for financing the Project (necessary to fulfill its obligations under the Agreement). MDOT will be pursuing government programs including the United States Department of Transportation ("USDOT") Private Activity Bonds ("PABs") should the Developer wish to incorporate such government credit programs into their financial plan. MDOT is also currently evaluating its options in relation to Transportation Infrastructure Finance and Innovation ("TIFIA") credit assistance. Further information in relation to such federal programs and incorporation in financial proposals will be made available to Proposers at the RFP stage.

3.3 Payment Structure

In consideration for the Developer's performance of its design, construction, financing, maintenance and other obligations under the Agreement, MDOT will make payments to the Developer in accordance with the Agreement. The payment structure is intended to have the following characteristics:

- a) Availability Payments will be made to the Developer over the term of the Agreement, commencing at substantial completion and the opening of the Project to traffic under the terms and conditions specified under the Agreement.
- b) Availability Payments will be subject to deductions according to objective criteria, including a formula for impermissible closures of portions of the Project that are maintained by the Developer, or for failure to meet performance requirements and standards. These will include performance requirements and standards regarding maintenance requirements allocated to the Developer.
- c) MDOT is also contemplating making funds available to the Developer upon the achievement of defined work progress milestones ("Milestone Payments"). The scale of the Milestone Payments, the timing and manner of payment, and the relationship of such payments with Developer's financing will be set forth in the RFP.

4 PROCUREMENT PROCESS

4.1 Procurement Phases

MDOT reserves the right, in its sole discretion, to modify the following procurement process to comply with applicable law and/or to address the best interests of MDOT and the State, including canceling the procurement.

MDOT will evaluate the SOQs it receives in response to this RFQ and intends to establish, according to criteria generally outlined herein, a short-list of three (3), but no more than four (4) Respondents eligible to receive the RFP.

Following the short-listing, MDOT anticipates releasing a draft RFP (including the Instructions to Proposers, the Agreement and the Technical Provisions) to the Proposers for their review and comment. The draft RFP process will include disclosure of materials and communications with MDOT that are confidential in nature and Proposers will be required to execute a confidentiality agreement. The form will be provided following short-listing.

Following receipt of written comments, MDOT will schedule one-on-one and/or group meetings to discuss issues and comments identified by the Proposers. Specific details concerning the RFP review process will be made available to the Proposers following the short-listing announcement.

After consideration of the Proposers' input, MDOT plans to issue a final RFP to the Proposers. The final RFP will include the Agreement (incorporating the scope of work, technical and other requirements) as well as an Instructions to Proposers containing the methodology for determining the successful Proposer and the Technical Provisions. Additional one-on-one meetings to discuss ATCs and clarifications regarding the RFP documents are currently expected after issuance of the draft RFP and may extend until after the release of the final RFP. Questions that arise after the issuance of the final RFP may be addressed in the form of addenda thereto.

Following receipt and evaluation of Proposals, MDOT may select a preferred Proposer based on evaluation criteria which will be set forth in the RFP to finalize the Agreement for award and execution.

4.2 Stipends and Payment for Proposal Intellectual Property

In consideration for the transfer and assignment of an unsuccessful Proposer's documents and intellectual property related to the Project, and the delivery of a full and final release of all claims in favor of MDOT, MDOT anticipates offering a \$575,000 stipend to each unsuccessful Proposer whose Proposal is responsive to the RFP. A stipend will not be paid to the successful Proposer.

No payment shall be made in connection with this RFQ, and no payment will be made to Respondents that are not short-listed, fail to submit responsive Proposals by the Proposal due date, or are disqualified from the process prior to selection of the Developer. MDOT makes no representation that the amount of the stipend will be sufficient to compensate a Proposer for all of its costs in responding to the RFP.

4.3 Procurement Schedule

MDOT anticipates the following procurement milestone dates. This schedule is subject to revision at any time, and revisions will be communicated to Respondents by addenda to this RFQ and to Proposers via the RFP and any addenda thereto.

Table 4.3 RFQ schedule

ACTIVITY	DATE
Issue RFQ	October 23, 2017
Deadline for submitting questions regarding the RFQ	November 6, 2017
Indicative date for issuing answers to questions	November 17, 2017
SOQ due date	November 29, 2017
Indicative date for announced short-list of Respondents	December 22, 2017

Following short-listing, MDOT currently anticipates the following procurement activities and tentative schedule:

- Issue Draft RFP December 2017
- Issue Final RFP April 2018
- Proposals due July 2018
- Selection of Developer August 2018
- Commercial and financial close Q3/Q4 2018

4.4 Questions, Clarifications and Addenda

Information regarding this RFQ, including addenda to the RFQ, questions and answers, and project specific information, will be posted at the Project Website <http://www.michigan.gov/mdot-i75-dbfm>.

All questions regarding the Project must be submitted by e-mail to the project mailbox listed below using Form J – Clarification Request Form. Submit questions by 4:00 p.m. EST on the date indicated in Section 4.3. All such questions and their answers will be placed on the Project Website per Table 4.3. The names of the entity submitting questions will not be disclosed, but all questions asked will be answered and made public. The employees and representatives of the Respondent may not contact any MDOT staff (including members of the selection team) other than the MDOT Senior Project Manager, or their designee, to obtain information on the Project. Such contact with MDOT staff other than the Senior Project Manager may result in the Respondent’s disqualification.

MDOT Senior Project Manager

Sue Datta

E-mail: MDOT-I-75-DBFM-Project@michigan.gov

If it becomes necessary to revise any part of the RFQ, addenda will be posted on the Project Website. It will be the Respondent’s full and sole responsibility to verify that all addenda have been incorporated within their response to this RFQ.

Respondents are advised to visit the Project Website regularly to check for addenda or any other announcements regarding the procurement process. Updates are posted every Monday at 4pm.

Any news releases pertaining to this RFQ or the services, study, data or project to which it relates will not be made without prior written MDOT approval, and then only in accordance with the explicit written instructions from MDOT. MDOT reserves the right to revise this RFQ at any time before the SOQ due

date. Such revisions if any, will be announced by addenda to this RFQ.

4.5 Federal Requirements

Proposers are advised that the RFP will be drafted based on the assumption that the Project and the plan of finance for the Project will remain eligible for federal-aid funds. Therefore, the RFP and the Agreement must conform to requirements of applicable federal law, regulations and policies. MDOT anticipates that certain federal procurement requirements will apply, including but not limited to Equal Opportunity requirements (Title VI of the Civil Rights Act of 1964, as amended), requirements applicable to Disadvantaged Business Enterprises (“DBEs”) (Title 49 CFR Part 26, as amended), Small Business requirements (United States Code Sections 631 et seq.), Buy America requirements (49 CFR Part 661) and Davis-Bacon prevailing wage rates. MDOT reserves the right to modify the procurement process described herein to address any concerns, conditions or requirements of federal agencies, including FHWA. Proposers shall be notified in writing via an addendum of any such modifications.

4.6 Liability, Insurance, Bonds and Letters of Credit

MDOT anticipates that the Agreement will require the Developer to assume liabilities, and to indemnify and defend MDOT against third party claims. Specific provisions concerning bonding, insurance and indemnity will be set forth in the RFP, to provide commercial general liability, professional liability and property.

MDOT is prohibited by State law from indemnifying any Respondent. The State and MDOT do not intend that there be any waiver of their respective sovereign immunity protections under State law. Specific provisions concerning the performance security, if any (including the acceptable form and amounts thereof), insurance and indemnity will be set forth in the Agreement.

4.7 Equal Employment Opportunity

The Respondent will be required to follow both State of Michigan and Federal Equal Employment Opportunity (“EEO”) policies.

4.8 DBE Requirements

It is the policy of MDOT that 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, MDOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any USDOT-assisted contract because of sex, race, religion, or national origin. MDOT has established a DBE program in accordance with regulations of the USDOT, 49 CFR Part 26. In this regard, the Respondent 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. Additional DBE requirements will be set forth in the RFP.

The MDOT DBE goal for the design, construction and maintenance of this Project is 5%.

4.9 MDOT Contractor and Engineering Firm Prequalification Requirements

The Respondent must meet the following prequalification requirements by the time of RFP Submission. In the event that a Respondent team member is unable to meet the prequalification requirements the Respondent may request an appropriate substitution per Section 7.2 Changes in Respondent

Organization.

Design-Builder Prequalification Requirements

- Comb/Jt 575000 B, Ea
OR
- Comb/Jt 575000 B, Fa
OR
- Comb/Jt 575000 Ea, Fa
OR
- Comb/Jt 575000 Cb, Ea
OR
- Comb/Jt 575000 Cb, Fa

Lead Engineering Firm Prequalification Requirements

- Design – Bridges: Complex
- Design – Roadway: Complex

Additional design prequalification requirements will be listed in the RFP. At the time this RFQ is issued, MDOT anticipates the following secondary prequalification requirements will be required in the RFP. Firms that satisfy these requirements do not need to be identified or listed in the SOQ with the exceptions noted below.

- Surveying: Road Design
- Surveying: Right of Way
- Surveying: Structure
- Design – Geotechnical: Advanced (firm satisfying this requirement must be identified within the RFQ)
- Design – Hydraulics II (firm satisfying this requirement must be identified within the RFQ)
- Design – Utilities: Municipal
- Design – Utilities: Roadway Lighting
- Design – Traffic: Capacity & Geometric Analysis
- Design – Traffic: Pavement Markings
- Design – Traffic: Signing - Freeway
- Design – Traffic: Signing – Non-Freeway
- Design – Traffic: Work Zone Maintenance of Traffic
- Design – Traffic: Signal
- Design – Traffic: Signal Operations – Complex
- Design – Traffic: Work Zone Maintenance of Traffic
- Design – Traffic: Work Zone Mobility & Safety
- Design – Utilities: Pump Stations (firm satisfying this requirement must be identified within the RFQ)
- Design – Buildings
- Design – Traffic: ITS – Design & System Manager
- Design – Bridges: Load Rating
- Environmental: Noise Assessment

- Landscape Architecture

4.10 Public Records

Except as otherwise stated, all information in a Respondent's SOQ and any contract resulting from this RFQ are subject to disclosure under the provisions of the "Freedom of Information Act," 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

4.11 Improper Communications and Contacts

Respondents are expected to conduct themselves with professional integrity and to refrain from lobbying activities with respect to the RFQ, the RFP and the Project.

Any substantiated allegation that a Respondent, or any of its employees, agents, advisors, or consultants, has engaged in any prohibited communication, breached any of the rules of contact or attempted to unduly influence the selection process may be cause for MDOT to disqualify the Respondent, as applicable, or to disqualify the relevant member from participating on the Respondent team, as applicable; all at the sole discretion of MDOT.

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the Agreement. These rules are designed to promote a fair, competitive and unbiased procurement process. Additional rules or modifications to these rules may be issued by MDOT in connection with the draft RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), text messaging, social media or formal written communication, either directly by a Respondent or indirectly by an agent, representative, promoter or advocate of a Respondent.

The rules of contact are as follows:

- a) After submittal of SOQs, no Respondent or any of its team members may communicate with another Respondent or its team members with regard to the RFQ, the RFP or if short-listed, either team's Proposal; provided, however, that subcontractors that are shared between two or more Respondent teams may communicate with their respective team members so long as those Respondents establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during MDOT-sponsored informational meetings).
- b) MDOT shall be the sole contact for purposes of this procurement, the RFQ and the RFP. Respondents shall correspond with MDOT regarding the RFQ only through designated representatives (who should initially be contacted at the RFQ contact email address identified in Section 4.4).
- c) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the Agreement, (ii) rejection of all Proposals by MDOT or (iii) cancellation of the procurement, no Respondent or representative thereof shall have any ex parte communications regarding the RFQ, RFP, the Agreement or the procurement described herein with:
 - Any officer or employee of MDOT.
 - Any MDOT staff, advisors, contractors or consultants involved with the procurement of the Project (including those referenced in Section 7.5), except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by MDOT in its sole discretion.

The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, RFP, the Agreement or the procurement or limit participation in public meetings or any public or Respondent workshop related to this RFQ or the RFP. Any Respondent engaging in such prohibited communications may be disqualified at the sole discretion of MDOT.

- d) Respondents shall not contact (including phone calls) the following identified stakeholders regarding the RFQ, the RFP or the Project, including employees, representatives, consultants and advisors of the entities listed below. MDOT will provide any necessary coordination during the RFQ stage with such entities:
- Oakland County, City of Royal Oak, City of Madison Heights, City of Hazel Park
 - USDOT Build America Bureau
 - USDOT Secretary's Office
 - USDOT Center for Innovative Finance Support
 - FHWA
 - Freeway Lighting Partners
 - MDEQ, and the other state and local environmental, regulatory and permitting agencies
- Information requests concerning these entities shall be sent to the RFQ contact email address identified in Section 4.4.
- e) Any communications determined to be prohibited or improper, at the sole discretion of MDOT, may result in the Respondent's disqualification.
- f) MDOT will not be responsible for, and Respondents may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified herein.
- g) Without limiting the generality of the foregoing, Respondents shall not contact any FHWA project or program office, or any representative or consultant of FHWA regarding the potential TIFIA application process, credit decisions, form of term sheet, form of credit agreement, other matter relating to MDOT's potential application for TIFIA credit assistance for the Project, any requests for PABs for the Project, or other applications that may be submitted to FHWA or USDOT.

5 SOQ ORGANIZATION, FORMAT AND SUBMITTAL REQUIREMENTS

5.1 SOQ Organization and Content

SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States dollar denominations.

The format of the SOQ should adhere to the requirements of this Section 5.

Table 5.1 lists the required structure of the SOQ.

Table 5.1 Submittal Contents by Volume

Volume Contents (See Part B Qualification Submittal Requirements)
Volume A – Introduction and Administrative
Volume B – Project Understanding
Volume C – Respondent Organization and Key Personnel
Volume D – Technical Experience and Capability
Volume E – Financial Experience and Capability
Volume F – Financial Information

The qualification submittal requirements and any applicable page limitations for each volume of the SOQ are set forth in Part B of this RFQ.

5.2 SOQ Format

All pages shall be 8 ½" x 11", printed on both sides. Font shall be at least 12 point in Times New Roman. Organizational charts and Forms may be prepared on 11" x 17" paper with legible font size but any 11" x 17" sheets shall be folded so that they fit in a binder designed for 8 ½" x 11" paper. Financial Information (including financial capability information), such as that provided by reporting/auditing agencies, may be provided single sided and in different font sizes provided they are legible. Margins shall be at least 1" all around. The page number may lie within the 1" margin. Text contained on charts, exhibits, design plans, and other illustrative and graphical information shall be legible.

Submissions shall include the page number in the bottom center of each page, not including the cover sheet.

For sections that have page limitations, if a divider is used and contains information that should be considered in the review or evaluation as part of the SOQ, this divider will be counted towards the maximum number of pages. If the divider is blank or simply shows a title for the section, it will not be counted toward the maximum number of pages. Fold out pages are not allowed.

If a Respondent is compelled to include material in addition to the information requested, the Respondent shall append that material to the end of the most appropriate section. Additional material is subject to the page limitations set forth in Part B. Each volume may be subdivided as needed.

Submissions exceeding the page limitations or failing to follow the content or format instructions outlined above may be rejected which may result in the Respondent being deemed non-responsive.

Graphics are permitted, provided they conform to the other format requirements listed.

5.3 Deliverables

Submit:

- a) One original signed SOQ, eight (8) paper copies of the SOQ Volumes A-E and four (4) paper copies of Volume F.
- b) Each paper copy shall be provided in a three-ring binder and each Volume shall be clearly identified through the use of a divider. Multiple three-ring binders may be submitted as necessary. Volume F shall be provided in a separate three-ring binder from the other Volumes.
- c) The cover of each copy shall be labeled with the information required in Section 5.4. The cover of each copy shall be sequentially numbered (X of 8).
- d) Three identical USB flash drives containing the entire SOQ, including financial information in searchable electronic format (PDF).
- e) One standard unlocked Microsoft Excel workbooks in each of the USB flash drives containing all Key Personnel reference information (as required by Part B, Section C-7).

5.4 Due Date, Time and Location

All eight copies of the SOQs must be received by 1 p.m., Eastern Time, on the SOQ due date indicated in Section 4.3, and must be delivered to:

Sue Datta, MDOT I-75 Senior Project Manager
18101 W. Nine Mile Rd.
Southfield, MI 48075

The outer wrapping of each submission shall clearly indicate the following information:

Project Number: 201438 Respondent Team Name
I-75 Segment 3 DBFM Project
Statement of Qualifications

6 EVALUATION PROCESS AND CRITERIA

6.1 Responsiveness

Each SOQ will be reviewed for:

- a) Minor irregularities and apparent clerical mistakes which are unrelated to the substantive content of the SOQ.
- b) Conformance to the RFQ instructions regarding organization and format.
- c) Responsiveness of the Respondent to the requirements set forth in this RFQ.

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

In order for project experience provided in any SOQ to be considered responsive, Forms F1, F2, F3, H1 and H2 shall list only projects for which the entity (company, joint venture, partnership or consortium) providing the engineering, construction, maintenance or equity investment experience is respectively the Lead Engineering Firm, Lead Contractor, Lead Maintenance Firm or Equity Member, itself, or a Controlled Subsidiary of such Lead Engineering Firm, Lead Contractor, Lead Maintenance Firm or Equity Member.

In order for the SOQ to be considered responsive, Key Personnel shall be employed only by: (a) a Major Participant; or (b) a Controlled Subsidiary or Affiliate of a Major Participant.

6.2 Administrative Compliance and Pass/Fail Evaluation

In conjunction with evaluation of each SOQ for responsiveness, MDOT will evaluate each SOQ based upon the pass/fail criteria set forth below. A Respondent must obtain a “pass” on all pass/fail items in order for its SOQ to be evaluated qualitatively under Section 6.2.2, as applicable.

6.2.1 Pass/Fail Review

- a) Provide a cover letter (comprised of Forms A and B) stating the business name, address, business type (e.g., corporation, partnership or joint venture) and roles of the Respondent and each known member. Identify one contact person and their address, telephone numbers, and e-mail address. This person shall be the single point of contact on behalf of the Respondent’s organization, responsible for correspondence to and from the organization and MDOT. MDOT will send all Project related communications to this contact person. Authorized representatives of the Respondent must sign the letter. If the Respondent is a joint venture, the joint venture members must sign the letter. If the Respondent is not yet a legal entity, the known members must sign the letter. The letter must certify the truth and correctness of the contents of the SOQ.
- b) The SOQ Volumes contain each of the items required by Part B.
- c) Neither the Respondent nor any other entity that has submitted Form C as required by this RFQ:
 - (1) has been disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state or local government where such disqualification, removal, debarment or suspension has resulted in the Respondent or other entity being currently disqualified, removed, debarred or suspended from performing or bidding on MDOT contracts, or
 - (2) is currently disqualified, removed, debarred or suspended from performing or bidding on work in any state.
- d) The information disclosed in Form C does not materially adversely affect the Respondent’s ability

to carry out the Project responsibilities potentially allocated to it.

- e) The Lead Engineering Firm satisfies the minimum threshold (as evidenced in submission of completed Form F1) for technical capability as having completed final design of at least two Transportation Projects in the United States of similar scope and complexity that reached completion or substantial completion within the last ten (10) years at the time of the SOQ submittal and either the Lead Engineering Firm or an identified sub-consultant to the Lead Engineering Firm has completed the final design of at least two soft ground Tunneling Projects with a finished diameter greater than 10-feet and total length of tunnel greater than 10,000-feet. Where a Respondent submits a project that it wishes to be considered as having completed final design, Respondent shall provide evidence that design has been certified for compliance with the Transportation Project and/or Tunneling Project requirements and has met all the pre-conditions for commencement of construction.
- f) The Lead Contractor satisfies the minimum threshold (as evidenced in submission of completed Form F2) for construction capability as having completed construction of at least two Transportation Projects in the United States of similar scope and complexity that reached completion or substantial completion within the last ten (10) years at the time of the SOQ submittal and either the Lead Contractor or an identified sub-contractor to the Lead Contractor has completed a soft ground Tunneling Project with a finished diameter greater than 10-feet and total length of tunnel greater than 10,000-feet.
- g) The Maintenance Firm satisfies the minimum threshold (as evidenced in submission of completed Form F3) for maintenance capability as having performed (and/or currently performing) similar maintenance duties and activities as those described in the scope on an interstate highway in the United States.
- h) The Lead Contractor is capable of obtaining for the Project (i) a payment bond or bonds in the aggregate amount of \$575 million from a surety rated in the top two categories by two nationally recognized rating agencies or at least (A-/A3) or better and Class VIII or better by A.M. Best's Financial Strength Rating and Financial Size and (ii) either (A) a performance bond or bonds in the aggregate amount of \$575 million from a surety rated in the top two categories by two nationally recognized rating agencies or at least (A-/A3) or better and Class VIII or better by A.M. Best's Financial Strength Rating and Financial Size or (B) a letter or letters of credit in the aggregate amount of \$575 million from a bank or financial institution having long-term, unsecured debt ratings of not less than (A-/A3) from one of the major national ratings agencies (Fitch Ratings, Moody's Investor Services and Standard & Poor's Ratings Group).
- i) The Respondent, includes on its submitted Form H1 at a minimum, one or more Equity Members with experience over the last ten (10) years in closing financing for at least two new-build P3 or concession projects as an equity participant of at least 10%.
- j) The Respondent and the Major Participants demonstrate satisfactory financial capability including:
- The strength of financial statements of Equity Members and Lead Contractor included in the SOQ and Financially Responsible Party letters of support.
 - Equity Members' ability and availability of funds (as evidenced by equity funding letters) to invest equity consistent with the scope and complexity of the Project.
 - Specificity and degree of financial support for the Respondent from lenders (as evidenced by the financing party support letters).

The overall financial capability of the Respondent will be assessed based on the (a) strength of the submitted financial statements and Form I1 – Financial Information Summary; (b) any credit ratings of the debt of the Respondent's members; (c) details regarding any bankruptcy/insolvency

proceedings provided pursuant to Part B, Section E-8 and (d) other relevant financial information contained in the SOQ, including financing party support letters and equity funding letters.

6.2.2 Scored Evaluation Criteria

MDOT will evaluate and score each responsive SOQ meeting all of the administrative compliance and pass/fail qualification requirements in Section 6.2.1 according to the criteria set forth in this Section 6.2.2. Major evaluation headings will be assigned the maximum number of points shown in Table 6.2.2 below.

Table 6.2.2 Major Evaluation Headings and Available Points

Major Evaluation	Max Points
Statement of Project Understanding	20 Points
Technical Qualifications and Capability	50 Points
Financial Qualifications and Capability	30 Points

6.3 Statement of Project Understanding

The Statement of Project Understanding will be evaluated in accordance with the criteria in this Section 6.3.

- a) Extent to which the Statement of Project Understanding demonstrates a full understanding of the Project’s scope, complexity and schedule.
- b) Extent to which the Statement of Project Understanding demonstrates an understanding of the Project goals and how they will be addressed throughout Project delivery.
- c) Extent to which the Statement of Project Understanding demonstrates an understanding of Project risks, optimal allocation options, and potential solutions that may arise during all Project phases, including design, construction, financing and maintenance.
- d) Extent to which the Statement of Project Understanding demonstrates an understanding of the technical approach, techniques and innovation required to address project challenges for most efficient use of available public funds.
- e) The extent to which the Statement of Project Understanding demonstrates and understanding of the corridor constraints and the environmental commitments and mitigation requirements.
- f) Extent to which the Statement of Project Understanding articulates the Respondent’s financial approach and its commitment to and manner of P3 contracting and successfully delivering the Project using P3 contracting and project financing.

6.4 Technical Qualifications and Capability

The background and experience of the Respondent, individual team members, and Key Personnel in developing, designing, constructing, and maintaining comparable projects will be evaluated in accordance with the criteria in this Section 6.4.

(a) Experience of the Respondent

The extent to which the Respondent demonstrates the following:

- i) Lead Engineering Firm
 1. The extent to which the Lead Engineering Firm and sub consultant(s) (as needed)

providing Design – Geotechnical: Advanced and Design – Utilities: Pump Stations services exceeds the pass/fail requirement in Section 6.2.1 (e).

2. Experience with design-build contracting. The extent and depth of Lead Engineering Firm's, and sub consultant(s) (as needed) providing Design – Geotechnical: Advanced and Design – Utilities: Pump Stations services, experience in delivering the scope of work for a Transportation Project/Tunneling Project through the use of the ATC process and other innovative means.
3. Experience in incorporating operations and maintenance considerations into the design and construction of the asset (highway) and utility interfaces.
4. Experience in design coordination for large, complex Transportation Projects with environmental constraints and complex Tunneling Projects.

ii) Lead Contractor

1. The extent to which the Lead Contractor exceeds the pass/fail criteria requirements in Section 6.2.1 (f) and (h).
2. Experience with design-build and/or DBFOM and/or DBFM contracting, including the use of ATCs and other processes to incorporate innovation into the project.
3. Demonstration of on time completion of large, complex Transportation Projects and Tunneling Projects in urban environments and/or having environmental constraints.
4. The extent and depth of experience incorporating a Whole of Life cost approach across both construction and maintenance of the project.
5. The Lead Contractor's safety record.

iii) Lead Maintenance Firm

1. Roadway maintenance experience on similar roadways.
2. Experience with DBFOM and/or DBFM contracting.
3. Experience in managing maintenance interfaces with operators of adjacent roadways/facilities.
4. Experience maintaining traffic on major freeway for maintenance.

(b) Experience of the Key Personnel

The experience of Key Personnel will be scored with respect to the following criteria:

i) Developer's Project Manager

1. Length and depth of experience in managing construction for DBFOM and/or DBFM projects of similar scope and complexity.
2. Experience in all aspects of project delivery including design, construction, financing and maintenance for public owners under a DBFOM and/or DBFM delivery contract.

ii) Lead Contractor's Project Manager

1. Length and depth of experience in managing construction of Transportation Projects and/or Tunnel Projects of similar scope and complexity.
2. Experience in coordination with relevant regulatory agencies including projects in urban environments and/or with environmental constraints in which challenges were successfully overcome.

iii) Lead Engineering Firm's Design Manager

1. Length and depth of experience in managing the design of construction projects of similar scope and complexity.

2. Experience in coordination with relevant regulatory agencies including projects with environmental constraints in which challenges were successfully overcome.
3. Relevant education and licensing.

iv) Lead Tunnel Design Engineer

1. Length and depth of experience in managing the design of the storm water drainage tunnel and pump station system.
2. Experience in coordination with relevant regulatory agencies including projects with environmental and geotechnical constraints in which challenges were successfully overcome.
3. Relevant education and licensing.

v) Lead Contractor's Construction Manager

1. Length and depth of experience in managing the construction of Transportation and/or Tunneling projects of similar scope and complexity.
2. Experience in coordination with relevant regulatory agencies including projects in urban environments with environmental constraints in which challenges were successfully overcome.

vi) Lead Quality Manager

1. Length and depth of experience developing, implementing, and maintaining quality management systems for Transportation and/or Tunneling Projects of similar complexity and scope.
2. Relevant education, training and certification.

vii) Lead Design Quality Manager

1. Length and depth of experience developing, implementing, and maintaining quality management systems for Transportation and/or Tunneling Projects of similar complexity and scope.
2. Relevant education, training and certification.

viii) Lead Construction Quality Manager

3. Length and depth of experience developing, implementing, and maintaining quality management systems for Transportation and/or Tunneling Projects of similar complexity and scope.
4. Relevant education, training and certification.

ix) Lead Maintenance Manager

1. Experience with maintenance of Transportation and/or Tunnel Projects with challenges similar to those of the Project.
2. Experience in coordination and cooperation with other agencies and operators within a corridor.

(c) Management Approach and Team Structure

- i) The extent to which the proposed organization demonstrates stability and a management approach to ensure it is capable of functioning as a well-integrated DBFM team that will effectively manage all Project risks.
- ii) Experience in coordination and communication with project stakeholders to deliver a quality project while ensuring efficient and effective oversight.
- iii) The team's management approach to maximizing whole-life benefits and integrating

innovation into all phases of the Project.

- iv) The team's management approach to deliver this Project within their current capabilities backlog.
- v) The team's management approach and organizational structure to achieve design and construction quality.
- vi) The team's management approach to ensure the on-time construction completion.
- vii) The team's management approach and structure to ensure seamless transition from construction to maintenance and achieve long-term maintenance performance requirements.

Project and personnel references, as well as the information provided as required in Part B, Volume C and Part B, Volume D, will be used, as deemed appropriate by MDOT, to assist in the evaluation of the Technical Qualifications and Capability evaluation category.

6.5 Financial Qualifications and Capability

The Respondent's Financial Qualifications and Capability will be evaluated in accordance with the criteria in this Section 6.5.

(a) Equity Member's Financing Experience

- i) Equity Members' experience in structuring to achieve committed financing and/or closing a diverse range of financing structures for P3 projects (including structures involving bank loans, bonds, government credit programs (TIFIA and PABs), and other sources of financing).
- ii) Experience as Equity Member in successfully bringing comparable transportation DBFOM and/or DBFM projects through construction completion.
- iii) Equity Members' track record of submitting proposals on projects for which they have been short-listed.

(b) Identification of Respondent Financial Lead

Financial lead's background and experience in coordinating the financing for projects of similar scope and complexity.

Notes to the Financial Qualifications and Capability Evaluation Criteria:

Projects referenced above as Equity Members' financing experience that satisfy a multiple of the following criteria will merit higher scores:

- a) The Equity Member held a controlling ownership interest in the project company or had a lead financing responsibility during a bidding, negotiation and financing of the project.
- b) The project reached financial close in the last 5 years.
- c) The project reached construction completion.
- d) The financed project was a Transportation Project.
- e) The financed project was a DBFOM or DBFM project.
- f) The financed project used federal credit assistance tools such as PABs.
- g) The financed project payment mechanism was Availability Payment structure.
- h) The financed project is located in North America.

7 EVALUATION PROCEDURE, PUBLIC INFORMATION AND CONFLICTS OF INTEREST

7.1 SOQ Evaluation Procedure

MDOT anticipates utilizing one or more committees of senior staff to review and evaluate the SOQs in accordance with the above criteria and to make recommendations based upon such analysis, but the final decision on each SOQ shall be made by an MDOT executive committee. At various times during the deliberations, MDOT may issue one or more requests for written clarification to the individual Respondents.

MDOT may at any time request additional information or clarification from the Respondent or may request the Respondent to verify or certify certain aspects of its SOQ. The scope, length and topics to be addressed shall be prescribed by, and subject to the discretion of MDOT. At the conclusion of this process, Respondents may be required to submit written confirmation of any new information and clarifications provided during an interview. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to factor in the clarifications and additional information.

Evaluations and rankings of SOQs are subject to the sole discretion of MDOT. The appointed MDOT executive committee will make the final determinations of the Respondents to be short-listed, as the committee deems appropriate in the best interests of the State.

7.2 Changes in Respondent Organization

MDOT wants to ensure that Respondents are able to develop and attract the broad expertise necessary to participate in this procurement and optimally develop, design, construct, finance, and maintain the Project in an innovative, effective and efficient manner. However, following submittal of the SOQs, the following actions may not be undertaken without MDOT's prior written approval:

- Deletion or substitution of a Respondent team member, Equity Member, Major Non-Equity Member or Financially Responsible Party providing a support letter identified in its SOQ or a change in the role or scope of work of a team member.
- Other changes, direct or indirect, in the Equity Membership or team membership of a Respondent (excluding changes resulting from publicly trading of stock).

MDOT reserves the right to withhold its consent to any such change in MDOT's sole discretion. To qualify for MDOT's approval, a written request must document that the proposed removal, replacement, or addition will be equal to or better than the Respondent team member, Equity Member, Major Non-Equity Member, or Financially Responsible Party provided in the SOQ. MDOT will use the criteria specified in this RFQ to evaluate all such requests.

7.3 Changes in Key Personnel

Key Personnel identified in the SOQ may not be removed, replaced, or added to after submittal of the SOQ without the written approval of MDOT. MDOT may find a Respondent nonresponsive and/or revoke status as a short-listed Respondent if any of the Key Personnel are removed, replaced, or added to without the written approval of MDOT.

If exceptional circumstances require changes to Key Personnel, the Respondent shall submit a written request to MDOT. This request shall indicate why changes are necessary and demonstrate that the requested change will be equal to or better than that provided in the SOQ. MDOT will evaluate the requested changes based on the same criteria as used for evaluation of the SOQ.

7.4 SOQ Review and Short-listing Process

MDOT will assess the SOQs in two stages. The first stage will be an assessment of the responsiveness and pass/fail requirements detailed in Section 6.2.1. If the SOQ passes (and is considered responsive to the requirements of this RFQ), it will then be assessed against the qualitative RFQ requirements in Sections 6.3, 6.4 and 6.5.

MDOT will evaluate all passing SOQs and measure each Respondent's response against the project goals and evaluation criteria set forth in this RFQ, resulting in a numerical score for each SOQ. The scoring will be distributed as described in Section 6.2.2.

MDOT will total the scores for each responsive SOQ and prepare a ranked list of Respondents. MDOT intends to short-list three (3), but no more than four (4) of the most highly qualified Respondents.

MDOT reserves the right, in its sole discretion, to cancel this RFQ, issue a new RFQ, reject any or all SOQs, seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, seek and receive clarifications to an SOQ and waive any deficiencies, irregularities or technicalities in considering and evaluating the SOQs.

This RFQ does not commit MDOT to enter into a contract or proceed with the procurement of the Project. MDOT assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred by the parties responding to this RFQ. All such costs for developing a SOQ shall be borne solely by each Respondent. In addition, MDOT assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred by the parties if MDOT elects to not issue an RFP for the Project.

7.5 Organizational Conflict of Interest

The Respondent shall accept responsibility for being aware of the requirements of 23 CFR 636.116 and include a full disclosure of all potential organizational conflicts of interest in the Proposal.

The Respondent (and each Major Participant) shall complete a Conflict of Interest Statement (See Form E) certifying that they have read and understand MDOT's policy regarding conflict of interest and the CFR and that each Major Participant has done the same. The Respondent shall certify that they and each Major Participant have no conflict of interest with the Project. If there is a conflict with the Project, then the Respondent needs to describe the conflict including all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. The Respondent shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or Key Personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

The Respondent agrees that, if after award, an organizational conflict of interest is discovered, the Respondent must make an immediate and full written disclosure to MDOT that includes a description of the action that the Respondent has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MDOT may, at its discretion, cancel the design-build contract for the Project. If the Respondent was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MDOT, MDOT may terminate the contract for default.

Respondents are prohibited from receiving any advice or discussing any aspect relating to the Project or procurement of the Project with any person or entity with an organizational conflict of interest.

Any person or firm under contract with MDOT to prepare or evaluate procurement documents for the

Project will not be allowed to participate in any capacity on a Respondent team. Any person or firm previously under contract with MDOT to prepare preliminary plans, planning reports or other project development products for the Project may be able to participate on a Respondent team, if such firms first submit a written request for a determination of no conflict from MDOT and receives written confirmation that they may participate, or conditionally participate on a Respondent team.

Respondents are prohibited from teaming with or receiving advice on the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- a) KPMG
- b) WSP USA
- c) Wade Trim Associates, Inc.
- d) Somat Engineering, Inc.
- e) Surveying Solutions, Inc.
- f) Cardno, Inc.
- g) Access Engineering, Inc.
- h) Northwest Consultants, Inc.

Affiliates of any of the foregoing (includes parent companies, subsidiary companies, entities under common ownership, joint venture members and partners, and other financially liable parties for an entity) of any of the above.

Such persons and entities are also prohibited from participating on a Respondent as an Equity Member, Major Non-Equity Member, contractor, subcontractor, consultant or sub-consultant.

By submitting its SOQ, each Respondent agrees that, if an organizational conflict of interest is thereafter discovered, the Respondent must make an immediate and full written disclosure to MDOT that includes a description of the action that the Respondent has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Respondent knew, or should have known about, but failed to disclose is determined to exist during the procurement process, MDOT may, at its discretion, disqualify the Respondent.

Respondents are also advised that MDOT's guidelines in this RFQ are intended to augment applicable federal and State law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such applicable law will also apply to Respondents and may preclude certain firms and their entities from participating.

7.6 Participation on More than One Team

To ensure a fair and competitive procurement process, Equity Members and Major Non-Equity Members of Respondents and their Controlled Subsidiaries and/or Affiliates are forbidden from participating, in any capacity, on another Respondent during the course of the procurement unless otherwise approved by MDOT. The foregoing prohibition does not apply to any non-Equity Member of a Respondent that is not a Major Non-Equity Member or to any subsidiary or Affiliate which is not a Controlled Subsidiary of Affiliate. If a Respondent is not short-listed as part of the RFQ evaluation process, the members of the unsuccessful Respondent (including Equity Members and Major Non-Equity Members and their Controlled Subsidiaries and Affiliates) are thereafter free to participate on another Respondent team, subject to the requirements of Section 7.5. Any Respondent that fails to comply with the prohibition contained in this Section 7.6 may be disqualified from further participation as a Respondent for the Project.

7.7 Protest Procedures

Each Respondent, by submitting its SOQ, expressly, irrevocably, and unconditionally agrees to be bound by MDOT's protest procedures then in force and further acknowledges that the remedies set forth therein are the Respondent's exclusive protest remedies.

In the event a Respondent disregards, disputes or fails to conform to MDOT's exclusive protest remedies, the Respondent shall indemnify, defend, and hold MDOT, its officers, officials, employees, agents, representatives, and consultants harmless from and against all liabilities, expenses, and costs (including reasonable attorneys' fees and costs), fees, and damages incurred or suffered as a result.

8 RESERVED RIGHTS

MDOT may waive or deviate from some or all of MDOT's policy where MDOT has determined that such waiver or deviation would be in the best interest of the State. No such waiver or deviation will result in any liability for the State, MDOT, or any other party.

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

- a) Modify the procurement process or solicitation documents, including deadlines.
- b) Modify the scope of the Project during the procurement process or the responsibilities of the parties under the proposed Agreement.
- c) Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- d) Reject or terminate the evaluation of any and all submittals, responses, SOQs or Proposals received at any time.
- e) Suspend or terminate Agreement negotiations at any time, elect not to commence Agreement negotiations with any Respondent and, upon termination of negotiations with the highest ranked Respondent, engage in negotiations with other than the highest ranked Respondent. Negotiate with a Respondent without being bound by any provision in its proposal.
- f) Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ.
- g) Revise the evaluation factors or methodology prior to the date on which the SOQ or Proposals are due; Appoint evaluation committees to review SOQs and Proposals, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ and Proposal evaluation.
- h) Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by MDOT of an Agreement, without incurring any cost obligations or liabilities, except as otherwise specifically provided in this RFQ.
- i) Issue addenda, supplements and modifications to this RFQ.
- j) Waive deficiencies in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ or permit clarifications or corrections thereto.
- k) Disqualify any Respondent that changes its submittal without MDOT approval or disqualify any Respondent under this RFQ, the RFP or during the period between the RFQ and RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP or in any other communication from MDOT.
- l) Develop some or all of the Project itself.
- m) Disclose information submitted to MDOT as permitted by the law and the RFQ and the RFP.
- n) Not pursue TIFIA credit assistance, PABs or pursue financing for the Project on behalf of the Respondents or otherwise.
- o) Exercise any other right reserved or afforded to MDOT under this RFQ, the RFP or applicable laws and regulations.
- p) Exercise any other right reserved or afforded to MDOT under this RFQ, the RFP or applicable laws and regulations.

This RFQ does not commit or bind MDOT to enter into an Agreement or proceed with the procurement described herein. Except as expressly set forth in this Part A, MDOT assumes no obligations,

responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Respondent.

PART B QUALIFICATION SUBMITTAL REQUIREMENTS

Respondents should assemble their SOQ in the order prescribed and following the outline form contained in this Part B. Italics indicate explanations or instructions to the Respondent as opposed to a request for information.

VOLUME A – INTRODUCTION AND ADMINISTRATIVE

The introduction shall contain the following information:

- A-1** Completed Cover Letter Form A.
- A-2** An Executive Summary not exceeding five (5) single-sided pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with technical and non-technical backgrounds to become familiar with the key elements of the Respondent's SOQ and understand why the Respondent wants to become the Developer for the Project.
- A-3** A completed Form B, identifying a single contact person who will be responsible for receiving all communications relating to the Project from MDOT and responding on behalf of its Respondent team and each Major Participant.
- A-4** A completed Certification Form C for each of the Major Participants from a duly authorized representative of each Major Participant.
- A-5** A certification from a duly authorized representative of the Respondent that each of its Major Participants required to be prequalified with MDOT in accordance with Part A, Section 4.9 is or will become prequalified prior to short-listing of Respondents.
- A-6** A certification through completion of Form E from a duly authorized officer of each Major Participant that none of its employees who will be working on the Project has or will have a personal conflict of interest and that it does not have any organizational conflict of interest as defined in Part A, Section 7.5. As used in this A-6, a "personal conflict of interest" means that because of other activities or relationships with other persons, an individual is unable or potentially unable to render impartial assistance or advice to the owner or the individual's objectivity in performing the contract work is or might be otherwise impaired, or an individual has an unfair competitive advantage.
- A-7** A statement from a duly authorized representative of the Respondent that, if selected to be the Developer, it will comply with MDOT's policy on DBE requirements as defined in Part A, Section 4.8 for the Agreement and MDOT's nondiscrimination policy.
- A-8** Teaming Agreements

Respondent – if the Respondent is a consortium, partnership or any other form of a joint venture or an association that is not a legal entity, the SOQ shall contain an executed teaming agreement signed by each Equity Member, or alternatively, if the entities making up the Respondent have not executed a teaming agreement, the SOQ shall contain a summary of key terms of the anticipated agreement.

Lead Contractor, Lead Engineering Firm or Lead Maintenance Firm – if any of the Lead Contractor or Lead Maintenance Firm is a joint venture, the SOQ shall contain an executed teaming agreement or alternatively, if an executed teaming agreement does not yet exist, the SOQ shall contain a summary of key terms of the anticipated teaming agreement

for that joint venture and indicate the percentages of ownership and roles of the parties. Joint ventures will not be allowed for the Lead Engineering Firm.

A-9 Joint and Several Liability Letters

Respondent – if the Respondent is a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the SOQ shall include a letter signed by each Equity Member indicating a willingness to accept joint and several liability for the Equity Members’ obligations under the RFQ and RFP until the point at which a corporation, limited liability company or other form of legal entity is formed as the Developer.

Lead Contractor, Lead Engineering Firm or Lead Maintenance Firm - if any of the Lead Contractor or Lead Maintenance Firm is a joint venture, or an association that is not a legal entity, the SOQ shall include a letter signed by each member of the Lead Contractor or Lead Maintenance Firm, as applicable, indicating a willingness to accept joint and several liability for its respective members’ obligations under the RFQ and RFP. Joint ventures will not be allowed for the Lead Engineering Firm.

A-10 Addenda and Clarifications – Receipt of addenda issued prior to submission of the SOQ shall be acknowledged by inserting a copy of the cover sheet of each addendum in the SOQ in this Section A-10.

VOLUME B – PROJECT UNDERSTANDING

Provide the information required below regarding the Respondent's Project understanding.

- B-1** Provide a narrative description of the Respondent's Project understanding and anticipated approach to the Project, not exceeding ten (10) pages, including the following:
- a) Demonstrating a full understanding of the Project's scope, complexity and schedule.
 - b) Demonstrating how Project goals will be addressed throughout Project delivery.
 - c) Detailing Project risks and potential solutions that may arise during all Project phases, including design, construction, financing and maintenance.
 - d) Demonstrating the technical approach, techniques and innovation required to address Project challenges for most efficient use of available public funds.
 - e) Detailing the corridor constraints, environmental commitments and mitigation requirements.
 - f) Demonstrating the financial approach and the commitment to and manner of P3 contracting and successfully delivering the Project using P3 contracting and project financing.

VOLUME C – RESPONDENT ORGANIZATION AND KEY PERSONNEL

Provide the information required below regarding the Respondent’s organization and Key Personnel.

- C-1** Organization legal structure – Identify the legal structure of the prospective Developer. Provide an organizational chart showing the interaction of the various Respondent entities, including, at a minimum, all Equity Members, Lead Contractor, Lead Engineering Firm, Lead Maintenance Firm, and Major Non-Equity Members.
- C-2** Provide a completed Form D identifying all Major Participants and known subcontractors.
- C-3** Respondent team’s narrative report (maximum two (2) pages) – Provide a brief, written description of Major Participants.
- C-4** Provide organizational charts (one for each significant phase of the Project) showing the flow of the “chain of command” with lines identifying participants who are responsible for major functions to be performed and their reporting relationships, in managing, designing, building, financing and maintaining the Project. The charts must show the functional structure of the organization down to the design discipline leader or construction superintendent level and must identify Key Personnel by name. Identify the critical support elements and relationships of project management, project administration, construction management, maintenance management, quality control, safety, environmental compliance and subcontractor administration.
- C-5** Organizational narrative report (maximum three (3) pages) – Provide a brief, written description of significant functional relationships among participants, the depth of experience of team members working together successfully as an integrated team and how the proposed organization will function as an integrated team for the term of the Agreement.
- C-6** Communication and coordination strategy (maximum one (1) page) – Provide a brief, written description of how the Respondent will work with Project stakeholders to deliver a quality project while ensuring efficient and effective oversight.
- C-7** Provide resumes of Key Personnel as defined in Table C-1 below. Resumes of Key Personnel shall be limited to two (2) pages per person. An individual shall not fill more than one Key Personnel role.

For all Key Personnel, provide the following information:

- a) The individual’s position and authority within the Respondent organization.
- b) A statement indicating that the individual is currently employed by a Major Participant.

Respondents should refer to Part A, Section 7.3 for provisions related to the removal, replacement or addition of Key Personnel after submittal of the SOQ.

Resumes for Key Personnel shall include the following information for each project listed:

- a) Name and key information relating to the project.
- b) Dates of work performed on the project.
- c) Description of the relevant work or services provided and role on the project and percent of time allocated to each role. If more than one role was played, identify the dates, percent time allocation and duration of each role.
- d) Relevant education, training, licensing and certification.

Table C-1 Key Personnel and Duties

Key Personnel	Duties
Developer's Project Manager	Responsible for the Developer's performance in the execution of the Agreement. Responsible for performance and resourcing for overall design, construction, maintenance and contract administration on behalf of the Developer including safety and environmental compliance for the Project, assigned to the Project full time.
Lead Contractor's Project Manager	Reporting to the Developer's Project Manager. Responsible for the Contractor's performance in the execution of the Agreement. Responsible for performance and resourcing for overall design, construction and contract administration on behalf of the Contractor including safety and environmental compliance for the Project, assigned to the Project full time until substantial completion.
Lead Engineering Firm's Design Manager	A Professional Engineer* reporting to the Contractor's Project Manager responsible for ensuring that the overall Project design is completed and design criteria requirements are met. Responsible for managing the Lead Engineer's Design Professionals and administering all design requirements of the Agreement. Assigned to the project full time during the design phase and co-located whenever design activities are being performed, including design activities related to field design changes.
Lead Tunnel Design Engineer	A Professional Engineer* reporting to the Lead Engineer's Design Manager responsible for ensuring that the tunnel design and drainage system design is completed and design criteria requirements are met. Assigned to the project full time during the design phase and co-located wherever design activities are being performed, including design activities related to field design changes.
Lead Contractor's Construction Manager	Reporting to the Contractor's Project Manager, responsible for ensuring that the Project is constructed in accordance with the Project requirements. Responsible for managing the Lead Contractor's personnel, scheduling of the construction quality assurance personnel, and administering all construction requirements of the Agreement. Assigned to the project full time during the construction phase and co-located whenever construction activities are being performed.
Lead Quality Manager	Responsible for overall management and contract compliance, reporting to Developer's Project Manager, and bears no direct immediate profit and loss responsibility for the Project. Responsible for the overall design, construction and life-cycle quality during the construction phase of the Project, implementing quality planning and training, and managing the team's quality management processes. Independent of Developer's production team and has the authority to stop work. Shall be co-located and on- site until final acceptance.

Lead Design Quality Manager	Responsible for overall management and contract compliance reporting to the Lead Independent Quality Manager of all aspects of design quality and for implementation of procedures to ensure all design products are accurate and checked before release with authority to stop work.
Lead Construction Quality Manager	Responsible for overall management and contract compliance reporting to the Lead Independent Quality Manager of all construction quality elements (e.g. construction inspection and testing) of the Project with authority to stop work.
Lead Maintenance Manager	Responsible for overall maintenance and contract administration matters on behalf of the Developer, including safety and environmental compliance following commencement of the maintenance period and interfacing with MDOT in compliance with the maintenance requirements of the Agreement.

* Professional Engineers must be licensed in the State of Michigan, or become licensed in the State of Michigan prior to execution of the Agreement.

- C-8** Key Personnel reference check – Name the public owner’s contract information (project manager name, phone number, e-mail address), and project number. If the public owner project manager is no longer with the public owner, provide an alternate contact at the agency who is familiar with the project. The alternate contact must have played a leadership role for the public owner during the project. MDOT may elect to use the information provided as a reference check.
- C-9** Key Personnel Commitments – Provide a statement from a duly authorized representative of the Respondent committing to make available the relevant Key Personnel for the required duration to fulfill the Project requirements.

VOLUME D – TECHNICAL EXPERIENCE AND CAPABILITY

- D-1** Respondent experience – Provide completed Forms F1, F2 and F3 in accordance with the requirements included on the forms, reflecting a summary of the experience of each Major Participant (and nominated sub-contractors, as necessary) within the past ten (10) years providing design, construction and maintenance of work of similar scope and complexity.
- D-2** Technical narrative attachment – The Respondent shall include attachments to Forms F1, F2 and F3 to describe seven (7) selected projects in greater detail for each of Form F1 and F2 and five (5) projects in greater detail for Form F3. The technical experience attachment, which may not exceed fourteen (14) pages total for each of Form F1 and F2 and ten (10) pages for Form F3, should provide narrative descriptions demonstrating experience in each of the following areas (if applicable):
- a) Construction of projects of similar scope and complexity (Transportation Projects and Tunneling Projects).
 - b) Design of projects of similar scope and complexity (Transportation Projects and Tunneling Projects).
 - c) Team members working together as an integrated team.
 - d) Innovative contract procurement and delivery methods including DBFOM, DBFM and Design-build contracting etc.
 - e) Safety record.
 - f) Maintenance.
 - g) Timely completion of projects of similar scope and complexity.

Each project description must include the following information:

- a) A narrative describing the project.
- b) Name of the project, the owner's contract information (project manager name, phone number, e-mail address), and project number. If the owner project manager is no longer with the owner, provide an alternate contact at the agency that is familiar with the project. The alternate contact must have played a leadership role for the owner during the project. MDOT may elect to use the information provided as a reference check.
- c) Dates of design, construction, management, maintenance and/or warranty periods.
- d) Description of the work or services provided and percentage of the overall project actually performed.
- e) Description of original scheduled completion deadlines and actual completion dates.
- f) Describe reasons for completing the project in advance of the completion deadline.
- g) Describe reasons for completing the projects later than the completion deadline specified within the original contract.

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

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

Respondents are requested to verify that contact information is correct and current, and are advised that if the contact information provided is not correct or current, MDOT may elect to exclude the experience represented by that project in determining the Respondent's qualifications.

For any entity identified in the SOQ for which experience and qualifications have not been provided pursuant to Forms F1, F2 and F3 the Respondent may, but is not required to include relevant project references.

MDOT may elect to use the information provided as a reference check.

- D-3** Technical approach narrative (maximum five (5) pages) – Provide a brief, written description of the Respondent's management approach to the following:
- a) Maximizing whole-life benefits and integrating innovation into all phases of the Project.
 - b) Organizational structure to achieve design and construction quality.
 - c) On-time construction completion.
 - d) Seamless transition for construction to maintenance and achieve long-term maintenance performance requirements.
- D-4** Claims attachment – An attachment that lists claims in excess of \$1,000,000 for all projects listed on Forms F1, F2 and F3 and describes the amount and resolution. A dispute becomes a claim when the Contractor submits a Notice of Intent to File a Claim for MDOT projects. For projects not administered by MDOT, include any matter (whether described/defined as a "claim", "dispute" or similar term in the relevant contract) where the Major Participant (as appropriate) officially submitted a claim or dispute and such claim or dispute became subject to any dispute resolution process in accordance with the contract terms. Provide any evaluations of Respondent team members performed by owners (similar to MDOT's C-95 form) at the end of each project for projects listed in Forms F1, F2 and F3. Evaluations shall not be expounded upon. Evaluations regarding previous MDOT projects are not required.
- D-5** Liquidated Damages attachment – An attachment listing all projects designed and/or constructed by any Major Participant that have resulted in the assessment of liquidated damages exceeding \$100,000 against the Major Participant in the last five years.

VOLUME E – FINANCIAL EXPERIENCE AND CAPABILITY

- E-1** Form H1 – Equity Member Experience. Provide completed Form H1 in accordance with the instructions on the form.
- E-2** Attachments to Form H1. A financial experience attachment, which may not exceed four (4) pages total, that provides narrative descriptions of the four most relevant private financing experiences listed on Form H1. For each such experience, the attachment must identify the name of the project, the owner's contact information (project manager name, phone number, e-mail address), and project number. If the owner's project manager is no longer with the owner, provide an alternate contact at the agency who is familiar with the project and the financing.
- E-3** Form H2 – Equity Members' Track Record. Provide completed Form H2 in accordance with the instructions on the form.
- E-4** Financial lead narrative (maximum one (1) page) – Respondent's financial lead's background and experience in coordinating the financing for projects of similar scope and complexity.

VOLUME F – FINANCIAL INFORMATION

Provide the information required below regarding the Respondent’s financial information. This volume will not have a page limitation.

F-1 Form I1 – Financial Information Summary

Provide a completed Form I1 (or multiple Forms I1) in accordance with the requirements included on the form, reflecting a summary of the financial information for (a) the Respondent; (b) if the Respondent is a partnership, joint venture or limited liability company, all Equity Members, general partners, members or joint venture members of the Respondent; (c) the Lead Contractor (d) if the Lead Contractor is a partnership, joint venture or limited liability company, all equity members, general partners or joint venture members of the Lead Contractor; and (d) any Financially Responsible Party that provides a letter of support and completed Form I2 pursuant to Part B, Section F-3.

F-2 Financial Statements

- a) Provide financial statements for each Equity Member and the Lead Contractor (and if any member is a joint venture, for each entity in the joint venture) for the three (3) most recent fiscal years, audited by a certified public accountant in accordance with generally accepted accounting principles used in the United States (“US GAAP”) or International Financial Reporting Standards (“IFRS”). If a Respondent provides financial statements that are prepared in accordance with principles other than US GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to US GAAP or IFRS. MDOT reserves the right to request clarification or additional information, as needed, in order to facilitate its review of those financial statements.
- b) If the Respondent is a newly formed entity and does not have independent financial statements, the Respondent shall expressly state that it is a newly formed entity and does not have independent financial statements meeting the requirements of Section F-2(a) above and shall provide financial statements otherwise consistent with those required hereby for each of its shareholders/Equity Members.
- c) If the Respondent has provided a completed Form I2 and support letter from any Financially Responsible Parties pursuant to Part B, Section F-3 of this RFQ, provide financial statements for both the Financially Responsible Party and the Respondent, Equity Member and/or Lead Contractor, as appropriate. If the Financially Responsible Party is a parent company of the Respondent, Equity Member or Lead Contractor, provide financial statements on a consolidated basis, only for each parent company entity (not for both the parent company and its subsidiary).
- d) As referred to in this RFQ, “financial statements” include the following:
 - Opinion letter (auditor’s report)
 - Balance sheet
 - Income statement
 - Statement of cash flow
 - Footnotes

If the Respondent, any member of the Respondent or any other entity for whom financial

statements are submitted files reports with the United States Securities and Exchange Commission, then the Respondent must provide electronic links to the most recently filed Forms 10-K and 10-Q for all such reporting entities.

Information in the balance sheets, income statements, and statements of cash flow must be provided in United States Dollars, as applicable. If financial statements are converted from a foreign currency into United States Dollars, the conversion method(s) must be explained in an attachment. If audited financial statements are not available for any entity, the Respondent shall provide unaudited financial statements for such entity, certified as true, correct and complete by the Chief Financial Officer or a duly authorized representative of that entity.

In addition to all other electronic information requested in this RFQ, each Respondent must submit a copy of all financial statements electronically in searchable Adobe (pdf) format on one or more USB flash drives.

F-3 Financially Responsible Party Support Letter(s) and Form I2

If financial statements of a Financially Responsible Party are provided to demonstrate financial capability of Respondent, Equity Members, or Lead Contractor, an appropriate letter from the applicable Financially Responsible Party, signed by the Chief Executive Officer or Chief Financial Officer (or their respective equivalent officers) must be provided confirming the Financially Responsible Party's intention to support the Respondent, Equity Member or Lead Contractor, as applicable with the financial support and human resources needed to successfully complete the Project. For each Financially Responsible Party providing such support letter, provide a completed, executed Form I2.

MDOT may require, in its sole discretion, based upon the review of the information provided and the form of the Respondent's organization, appropriate support (including a guarantee) from the Financially Responsible Party as a condition of short-listing.

F-4 Financing Party Support Letters

Provide support letters from no more than three potential lenders, underwriters or other providers of debt financing ("Financing Parties"). Each letter must be provided by a bank, underwriter and/or other financial institution that has long-term, unsecured debt ratings of not less than (A-/A3) or its equivalent issued by at least two of the three major rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's Ratings Group) and include, at a minimum, the following:

- a) Evidence of the Financing Party's long-term, unsecured debt rating.
- b) Explicit support for the Respondent and interest in providing a loan or underwriting debt for the Project.
- c) Acknowledgement that the Financing Party has reviewed this RFQ and is familiar with the contractual and financial structure described in Part A, Section 3 and bringing to financial close the financing of a DBFOM or DBFM project of the scope and complexity of the Project.
- d) Any assumptions regarding the provision of support for a Respondent member.
- e) Details regarding any experience the Financing Party has with the Respondent or any member of the Respondent in connection with any private financing committed or provided for an infrastructure project in the past ten years.

Each letter must be on the Financing Party's official letterhead, signed by a duly authorized signatory, and include title, address, telephone number and e-mail address for verification

purposes.

F-5 Equity Funding Letter

For each Equity Member, a letter shall be provided. The Equity Funding Letter will be used as supporting evidence of the Equity Member's commitment to the funding of the Project. If the Equity Member is an investment fund, then the Equity Funding Letter must be signed by the fund's authorized signatory, and at a minimum shall include the following items:

- a) **Approval Process.** Provide an overview of the completed to-date and remaining approval process (along with an indicative schedule) required to commit to and fund the required equity commitment for the Project.
- b) **Funding Vehicle.** Provide the name and ownership structure of the investment fund that will ultimately carry this investment.
- c) **Investment Capacity.** Provide supplemental information to the financial statements (as necessary) of the investment fund cited in (a) above to positively demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely equity investment and the Equity Member's responsibility to provide the share percentage.
- d) **Investment Criteria.** Provide assurances that the Project meets all of the investment policy requirements of the investment fund cited in (b) above (e.g., is an approved project, does not contradict any capital allocation policy) and is consistent with its investment objectives.

If the Equity Member intends to fund its equity commitment through use of internal resources (e.g. a corporate entity supplying its own capital), the letter must be signed by the Chief Investment Officer, the Chief Financial Officer, or the Chief Executive Officer, and at a minimum shall include the following items:

- a) **Approval Process.** Provide an overview of the approval process required to commit to and fund the required equity commitment. This section should include an identification and description of any required board, investment committee, or other formal approvals needed, as well as an indicative schedule for securing those approvals.
- b) **Sourcing Commitment.** Identify where and how the equity commitment will be sourced and a narrative description of how competing allocation and capacity issues are considered between several project opportunities the Equity Member pursues simultaneously.
- c) **Investment Criteria.** Provide assurances that the Project meets all corporate strategy and investment policy requirements. This should include acknowledgement that the Project is able to be held until a date no earlier than two years following substantial completion, if necessary¹.

If the Equity Member intends to fully or partially rely on third party investors or investment managers to fund the equity investment in the project and to meet the financial capacity requirements of this RFQ, the propose must either provide from each investor or the manager of such funds:

- a) The name of institutional partners.
- b) The investment criteria and confirmation that the anticipated investment and amount are

¹ This requirement is only for this RFQ and is not intended to establish equity transfer restrictions. Submitters should note that all requirements regarding equity transfer restrictions will be established in the RFP.

permitted under the criteria.

- c) The approval process for such investment.
- d) The amount of available funds.

Surety Letter and/or Letter of Credit

Provide a letter from a surety duly authorized in Michigan, stating without conditions or qualification that the Respondent team is capable at the time of the SOQ submission of obtaining a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of \$500 million for the Project as evidence of Respondent's or Lead Contractor's bonding capacity. Letters stating that the Respondent has "unlimited" bonding capacity are not acceptable. The letter must specify any assumptions regarding the provision of support for a Respondent member. Any surety company providing such letter must be rated at least "A" or better and "Class VIII" or better by A.M. Best and Company, and must be listed on Treasury Department Circular 570. Evidence of the surety's rating shall be attached to the letter. The letter must specifically state that the surety has reviewed this RFQ and is familiar with the contractual structure and financial structure described in Part A, Section 6.2.1(h), and evaluated the Respondent's backlog and work-in-progress in determining its bonding capacity.

The requirement to provide the surety letter and the bond amounts referenced above are solely for the purposes of evaluating the Respondent's financial qualifications and should not be construed as an indication of the ultimate security requirements for the Project.

For letters of credit, the Respondent may submit a letter from a bank indicating a willingness to issue a letter or letters of credit in the amount of \$500 million at the time of the SOQ submission. To be considered valid, the letter must be issued by a bank having long-term, unsecured debt ratings of not less than (A-/A3), from one of the major national ratings agencies (Fitch Ratings, Moody's Investor Services and Standard & Poor's Ratings Group). The bank's long-term, unsecured debt rating shall be stated in the letter of bank support. If a bank letter is provided, the Respondent must also provide a surety letter for the payment bond identified above.

F-6 Credit Ratings

Provide the most recent credit rating(s) (if any) for the debt of the Respondent and/or, as applicable, that of each Equity Member of the Respondent or entity comprising a joint venture member, Lead Contractor and any Financially Responsible Party that provides a support letter pursuant to Part B, Section F-4.

F-7 Material Changes in Financial Conditions

Provide information regarding any material changes in financial condition for Respondent, each Equity Member and the Lead Contractor, and each Financially Responsible Party that provides a support letter (if any of the foregoing is a consortium, partnership or any other form of a joint venture, then for all such members) for the past three years and anticipated for the next fiscal quarter.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective Chief Executive Officer, Chief Financial Officer so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated associated changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced

in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of the Respondent, each Equity Member and the Lead Contractor, as applicable, to remain engaged in this procurement and submit a responsive proposal.

Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the Chief Financial Officer.

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a representative list of events intended to provide examples of what MDOT considers a material change in financial condition. This list is intended to be indicative only. At the discretion of MDOT, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes:

- a) An event of default or bankruptcy involving the affected entity, or the parent corporation or Financially Responsible Party of the affected entity or any Controlled Subsidiary or Affiliate.
- b) A change in tangible net worth of 10% of shareholder equity.
- c) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation or Financially Responsible Party of the affected entity. A change in credit rating for the affected entity or parent corporation or Financially Responsible Party of the affected entity.
- d) Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation or Financially Responsible Party of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties.
- e) In the current and three most recent completed fiscal years, the affected entity or the parent corporation or Financially Responsible Party of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity.
- f) Other events known to the affected entity which represents a material change in financial condition over the past three years, or may be pending for the next reporting period.

F-8 Bankruptcy/Insolvency Proceedings

Provide detailed information regarding any voluntary or involuntary proceeding commenced

within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed) under any law relating to bankruptcy, insolvency, reorganization, or the composition or re-adjustment of debts, in respect of any Major Participant.

F-9 Off-Balance Sheet Liabilities

A letter from the Chief Financial Officer of the entity or the certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities in excess of \$25 million dollars in the aggregate.

PART C EXHIBITS & FORMS

EXHIBIT A: I-75 MODERNIZATION PROJECT SEGMENTS 1, 2 and 3

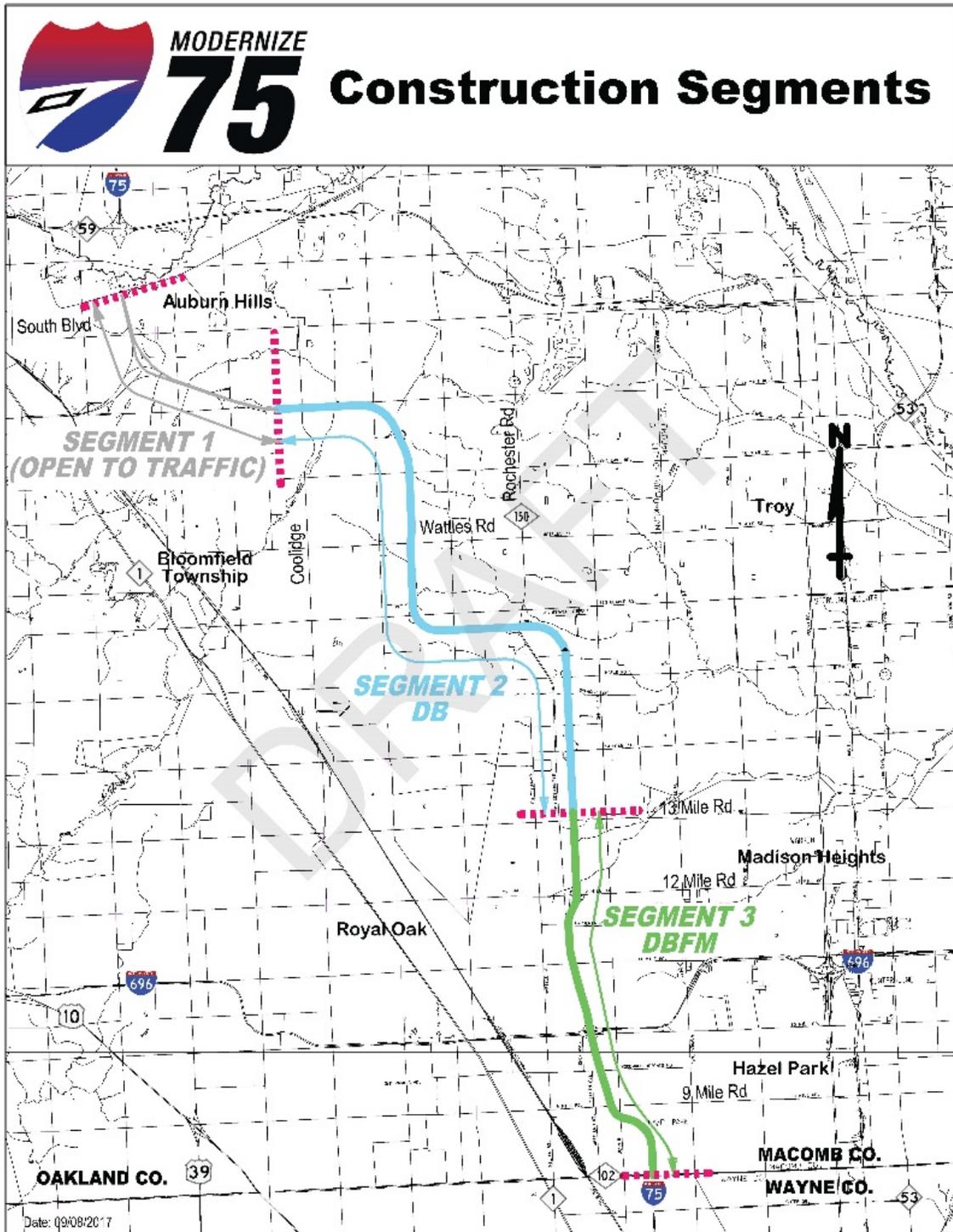


EXHIBIT B: I-75 SEGMENT 3 DBFM PROJECT MAP



FORM A – COVER LETTER

RESPONDENT: _____

Date: [Insert Date]

Michigan Department of Transportation
1980 West Broad Street
Columbus, Michigan 43223

Attn: [XXXX.]

The undersigned (“Respondent”) submits this statement of qualifications (this “SOQ”) in response to that certain Request for Qualifications dated as of [XXX] (as amended, the “RFQ”), issued by the Michigan Department of Transportation (“MDOT”) to develop, design and construct the I-75 Segment 3 DBFM Project (“the Project”), and to, finance and maintain the Project, through a Public Private Agreement (“the Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

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

- Volume A: Introduction and Administrative
- Volume B: Project Understanding
- Volume C: Respondent Organization and Key Personnel
- Volume D: Technical Experience and Capability
- Volume E: Financial Experience and Capability
- Volume F: Financial Information

Respondent requests MDOT to evaluate this SOQ for the Project delivery method.

Respondent acknowledges receipt, understanding and full consideration of all materials posted on the Project Website and the following addenda and sets of questions and answers to the RFQ:

[Respondent to list any addenda to the RFQ and sets of questions and answers by dates and numbers prior to executing Form A]

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

Respondent understands that MDOT is not bound to short-list any Respondent and may reject each SOQ MDOT may receive. Respondent further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by the Respondent, except to the extent of any payment made by MDOT for work product, as described in Part A, Section 4.2 of the RFQ.

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

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

Michigan.

Respondent certifies that it is duly authorized to sign this Form A on behalf of itself and each of the Major Participants.

Respondent's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[Insert appropriate signature block from following pages]

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

[Insert Respondent's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Respondent's name]

By: [Insert general partner's or 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 Respondent's name]

By: _____

Print Name: _____ Attorney in Fact

FORM B – DEVELOPER INFORMATION

RESPONDENT	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	

MAJOR PARTICIPANT	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	

MAJOR PARTICIPANT	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	

FORM C – CERTIFICATIONS

NAME OF RESPONDENT: _____

NAME OF MAJOR PARTICIPANT: _____

As used herein, the term “affiliate” includes direct parent companies, subsidiaries at any tier, organizations under ownership and control of the same parent company, joint venture members and partners, (but only as to activities of joint ventures and partnerships involving Respondent, any Equity Member or any Major Non-Equity Member as a joint venture member or partner and not to activities of other joint venture members or partners not involving Respondent, any Equity Member or any Major Non-Equity Member) and other financially liable or responsible parties for the Respondent, except those that, within the past ten (10) years, (a) have not engaged in business or investment in North America and (b) have not been involved, directly or indirectly, in debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed on Form H-2. If a response to any question is limited by a confidentiality agreement, protective order or similar document, indicate this in the response.

1. Has the Major Participant or any affiliate or any **current** officer thereof, been indicted or convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or material misrepresentations, or receiving stolen property, collusion, conspiracy or other contract-related crimes or violations or any other felony or serious misdemeanor within the past ten (10) years?

Yes No

If yes, please explain:

2. Has the Major Participant or any affiliate ever sought protection under any provision of any bankruptcy act within the past ten (10) years?

Yes No

If yes, please explain:

3. Has the Major Participant or any affiliate ever been disqualified, removed, debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from performing work for the federal government, any state or local government or any foreign governmental entity within the past ten (10) years?

Yes No

If yes, please explain:

4. Has any construction project performed or managed by the Major Participant or any affiliate involved repeated or multiple accidents or other failures to comply with safety rules,

regulations, or requirements within the past ten (10) years?

Yes No

If yes, please identify the Major Participant or affiliate and the project(s), provide an explanation of the circumstances, and provide owner contact information, including current telephone and fax numbers and email addresses.

5. Has the Major Participant or any affiliate been found, adjudicated or determined by any federal or state court or agency (including the Occupational Health and Safety Administration) to have violated any laws or regulations relating to worker safety within the past ten (10) years?

Yes No

If yes, please explain:

6. Has the Major Participant or any affiliate been found, adjudicated or determined by any federal or state court or agency (including the Equity Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Michigan 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 200 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Michigan law within the past ten (10) years.

Yes No

If yes, please explain:

7. Has the Major Participant or any affiliate been found, adjudicated or determined by any federal or state court or agency (including the Environmental Protection Agency) to have violated any laws or regulations relating to protecting the environment within the past ten (10) years?

Yes No

If yes, please explain:

8. Has the Major Participant or any affiliate been found, adjudicated, or determined by any state court, state administrative agency, including the Michigan Department of Commerce, federal court or federal agency, including the Department of Labor, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including payment to health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation within the past ten (10) years?

Yes No

If yes, please explain:

9. Has the Major Participant or any affiliate been determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract during the past ten (10) years with respect to a transportation project?

Yes No

If yes, please identify (for each instance) the Major Participant or affiliate determined liable and the project name, provide an explanation of the circumstances and provide owner contact information, including telephone and fax numbers and email addresses.

10. Has the Major Participant or any affiliate been terminated for cause or default during the past ten (10) years with respect to a transportation project?

Yes No

If yes, please identify (for each instance) the Major Participant or affiliate terminated for cause and the project name, provide an explanation of the circumstances and provide owner contact information, including telephone and fax numbers and email addresses.

11. Has the Major Participant or any affiliate been involved in any arbitration, litigation, dispute review board or other formal dispute resolution involving a transportation project proceeding occurring in the past ten (10) years where the amount in dispute is in excess of the lesser of (a) 2% of the original contract value or (b) if contract value in excess of \$250 million, \$500,000?

Yes No

If yes, please provide a brief description (including the resolution) of each qualifying arbitration, litigation, dispute review board or other dispute resolution proceeding. For each instance, identify an owner's representative with a current telephone and fax number and email address.

12. With respect to each of Questions 1-11 above, if not previously answered or included in a prior response on this form, is any claim, formal investigation, suit, indictment or other criminal or civil proceeding currently pending against the Major Participant or any affiliate that could result in the Major Participant or affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-11 above or subject to disqualification, removal, debarment, suspension, proposal for debarment, ineligibility or voluntary exclusion from performing work by the federal government, any state or local government, or any foreign government entity?

Yes No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-12 above.

13. Has any attempt been made or will any attempt be made to induce any firm or person to refrain from responding to the RFQ.

Yes No

If yes, please explain:

14. Is Major Participant's response to the RFQ made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a noncompetitive response.

Yes

No

If no, please explain:

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Major Participant's official representative:

By: _____

Print Name: _____

Title: _____

Date: _____

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FORM E – MDOT CONFLICT OF INTEREST STATEMENT

CONFLICT OF INTEREST STATEMENT

_____ (Major Participant Name) certifies that it has read and understands the following:

The Major Participant and its team members are aware of and understand the requirements of 23 CFR, subsection 636.116.

The Major Participant, its team members, and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of the services under this Contract. "Affiliate" means a corporate entity connected to the Major Participant through common ownership. "Team member" means any known entity the Major Participant intends to be in a contractual relationship with to complete the work associated with the project. The Major Participant, its team members, and its Affiliates agree not to provide any services to any entity that may have an adversarial interest in the project, for which it has provided services to the DEPARTMENT. The Major Participant, its team members, and its Affiliates agree to disclose to the DEPARTMENT all other interests that the Major Participant, its team members, or sub consultants have or contemplate having during each phase of the project. The phases of the project include, but are not limited to, planning, scoping, early preliminary engineering, design, and construction. In all situations, the DEPARTMENT will decide if a conflict of interest exists. If the Major Participant, its team members, and its Affiliates choose to retain the interest constituting the conflict, the DEPARTMENT may terminate the Contract for cause in accordance with the provisions stated in the Contract.

- Certification for Subject Project: Based on the foregoing, the Major Participant certifies that no conflict exists with the subject project for it, or any of its team members and/or Affiliates
- Disclose of Conflict with Subject Project: Based on the foregoing, the Major Participant certifies that a potential conflict does or may exist with the subject project for it, and/or any of its team members and/or Affiliates. The attached sheets describe the potential conflict

This form, and any attachments, must be certified by a person from the Major Participant who has contracting authority.

Certified by: Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

FORM F1 – TECHNICAL EXPERIENCE – DESIGN

EXPERIENCE OF THE LEAD ENGINEERING FIRM IN THE DESIGN AND ENGINEERING OF REFERENCE PROJECTS (1)

COMPANY NAME	PROJECT NAME AND LOCATION (2)	PROJECT COST (3) & (4)	START/END DATES	PROJECT TYPE (DBB, DB, DBF, DBFM or DBFOM)	LEVEL OF COMPANY'S PARTICIPATION (5) & (7)	ROLE OF COMPANY FOR THE PROJECT (6)

Notes:

- 1) A maximum of seven (7) projects may be included.
- 2) Only list projects on which the Lead Engineering Firm, a Controlled Subsidiary of such Lead Engineering Firm or its nominated sub consultants (as necessary) worked within the past ten (10) years.
- 3) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of October 6, 2017, including the benchmark on which the exchange rate is based.
- 4) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- 5) Show company's participation in terms of money and percentage of the work and provide a brief summary of the role the company played in the listed project (scope of work).
- 6) Part B of the SOQ provides a maximum 14-page narrative description for the seven (7) experiences. The description should, at a minimum, give an overview of the project, and explain why the experience the company gained on the project is relevant.
- 7) For projects/contracts listed for design firms that were traditional consultant/engineering services contracts (as opposed to, for example, design-build contracts), the information sought above shall be limited only to the consultant/engineering services contract, rather than any ensuing construction contract where such entity had limited or no involvement.

FORM F2 – TECHNICAL EXPERIENCE – CONSTRUCTION

EXPERIENCE OF THE LEAD CONTRACTOR IN THE CONSTRUCTION OF REFERENCE PROJECTS (1)

COMPANY NAME	PROJECT NAME AND LOCATION (2)	PROJECT COST (3) & (4)	START/END DATES	PROJECT TYPE (DBB, DB, DBF, DBFM or DBFOM)	LEVEL OF COMPANY'S PARTICIPATION (5) & (7)	ROLE OF COMPANY FOR THE PROJECT (6)

Notes:

- 1) A maximum of seven (7) projects may be included.
- 2) Only list projects on which the Lead Contractor, a Controlled Subsidiary of such Lead Contractor or nominated sub contractors (as necessary) worked within the past ten (10) years.
- 3) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of October 6, 2017, including the benchmark on which the exchange rate is based.
- 4) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- 5) Show company's participation in terms of money and percentage of the work.
- 6) Part B of the SOQ provides a maximum fourteen (14) page narrative description for the five experiences. The description should, at a minimum, give an overview of the project, and explain why the experience the company gained on the project is relevant.
- 7) For projects/contracts listed for construction firms using the traditional design-bid-build delivery method, the information sought above shall be limited only to the construction contract, rather than any design contract where such entity had limited or no involvement.

FORM F3 – TECHNICAL EXPERIENCE – MAINTENANCE

EXPERIENCE OF THE LEAD MAINTENANCE FIRM IN THE MAINTENANCE OF REFERENCE PROJECTS (1)

COMPANY	PROJECT NAME AND LOCATION (2), (3) & (4)	PROJECT COST (5) & (6)	START/END DATES	LENGTH OF ROAD UNDER MAINTENANCE	LEVEL OF COMPANY'S PARTICIPATION (7) & (8)	ROLE OF COMPANY FOR THE PROJECT (8)

Notes:

- 1) A maximum of five projects may be included. In the case of experience provided by a company related to the Lead Maintenance Firm or a Controlled Subsidiary of such Lead Maintenance Firm, specify its relation to the Lead Maintenance Firm.
- 2) Only list projects on which the Lead Maintenance Firm or a Controlled Subsidiary of such Lead Maintenance Firm worked within the past ten (10) years.
- 3) Only list projects where the Lead Maintenance Firm or a Controlled Subsidiary of such Lead Maintenance Firm held a minimum twenty percent (20%) of the ultimate responsibility for the Maintenance experience. If the Lead Maintenance Firm is a joint venture, only list projects from joint venture members that will be responsible for at least twenty percent (20%) of the Lead Maintenance Firm's potential Maintenance work for the Project.
- 4) Provide at least one (1) example of a maintenance project that includes tunnel/pump station maintenance.
- 5) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of October 6, 2017, including the benchmark on which the exchange rate is based.
- 6) Project Cost means the total maintenance cost budgeted or, if the project is complete, the total maintenance cost of the completed project.
- 7) Show company's participation in terms of money and percentage of the work.
- 8) Part B of the SOQ provides a maximum 10-page narrative description for the five experiences. The description should, at a minimum, give an overview of the project, and explain why the experience the company gained on the project is relevant.

FORM H1 – EQUITY MEMBER EXPERIENCE

- a) List the experience of an Equity Member who will be an Equity Member of Developer. For entities that are funds, the experience from other funds and vehicles under common management may be included.
- b) List all applicable projects (maximum of four) in the last ten (10) years identified in response to Section D-2 of Part B.
- c) List only projects where the Equity Member or a Controlled Subsidiary of such Equity Member held at least 15% of equity ownership in the project.

COMPANY NAME	PROJECT NAME AND LOCATION	PROJECT SIZE (1) & (2)	DEBT AMOUNT & SOURCE (2) & (3)	DATE OF FINANCIAL CLOSE	CONSTRUCTION START DATE	% OF WORKS COMPLETED BY MAY 2013	LEVEL OF COMPANY'S PARTICIPATION (4)	TYPE OF PAYMENT MECHANISM (5)
Example: Company Name	Example Highway	950,000	\$750,000 [senior bank debt]	01/01/2010	04/15/10	100	\$100,000 (\$100,000; 50% shareholding of project company)	Availability Payment

Notes:

- 1) Project size means the total amount of the project financed under private finance/project finance scheme (i.e., without public debt, public equity or capital grants).
- 2) In thousands United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of October 6, 2017, including the benchmark on which the exchange rate is based.
- 3) Include in brackets the type of debt (TIFIA, bonds unwrapped or wrapped, bank debt, etc.).
- 4) Show company's amount of equity investment in United States Dollars as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Please indicate separately the United States Dollar amount and percentage to which the company's equity investment bears to the total of all private shareholders' equity investments for the listed project.
- 5) Specify the type of payment mechanism used (availability payment, revenue risk collections, or combinations of these mechanisms).

FORM H2 – EQUITY MEMBERS’ TRACK RECORD*

	<p align="center">NORTH AMERICAN PROCUREMENTS IN PAST 5 YEARS</p> <p>(i) How many times was the Equity Member short-listed in a public-sector procurement involving private financing, or otherwise invited to submit a proposal (individually or as a member of a team), for a North American project involving more than \$250 million of capital works?</p> <p>(ii) With respect to those procurements cited in (i):</p> <p>(1) How many have not yet required final proposals to be submitted?</p> <p>(2) How many times has the Equity Member (individually or as a member of a team) submitted a compliant, final proposal as an Equity Member?</p>		<p align="center">GLOBAL PORTFOLIO OF INVESTMENTS IN PROJECTS WITH PUBLIC OWNERS IN PAST 5 YEARS</p> <p>(iii) How many times the Equity Member was an equity investor in projects at the time of financial close? Please only include projects with public sector owners and that involved than \$250 million of capital works.</p>	<p align="center">IDENTIFICATION & EXPLANATION OF CHANGES IN EQUITY PARTICIPATION</p> <p>(iv) Identify the project name and public-sector owner of those procurements cited in (i) but not in (ii).</p> <p>Provide a brief, explanation for not submitting a compliant final proposal or for not remaining as an equity investor in a team that submitted a compliant final proposal (as applicable).</p> <p>Explanations may be attached in a separate sheet if necessary.</p>
<p>Equity Member 1</p>		<p>(1)</p> <p>(2)</p>		
<p>Equity Member 2</p>		<p>(1)</p> <p>(2)</p>		

*List the track record for all Equity Members (adjust the number of rows as applicable). If the Equity Member is an investment fund, please include the track record of affiliated funds (those under common management).

Please include projects for which Proposals were submitted within the past 5 years, even if short-listing occurred longer than 5 years ago.

FORM I1 – FINANCIAL INFORMATION SUMMARY

COMPANY AND YEAR ENDED	ROLE ON THE RESPONDENT AND PERCENTAGE OWNERSHIP IF EQUITY MEMBER	SHAREHOLDERS	TOTAL REVENUES	PRE-TAX PROFIT	RELEVANT REVENUES (3)	FIXED ASSETS	TOTAL ASSETS (4)	CONTINGENT LIABILITIES (6)	LONG-TERM LIABILITIES	SHORT-TERM LIABILITIES	NET WORTH	TANGIBLE NET WORTH	GEARING (5)

(*) The Chief Financial Officer or a duly authorized representative from each reporting entity must certify the information on this Form as complete, true and accurate by signing Form I1, or alternatively, may provide a separate certification. Information should be derived from audited financial statements where possible. Audited financial statements will prevail over this table.

(**) Expressed in thousands (000s) of United States Dollars. Where applicable, companies should indicate the conversion to United States Dollars, using the exchange rate prevailing on the last day of each financial year. Please identify the benchmark on which the exchange rate is based.

Notes:

- 1) Provide details for each of the three most recent fiscal years. Multiple forms may be used.
- 2) List shareholders, equity members partners or equivalent holding a 15% or greater interest in the company (indicate their percentage interest), as well as those having the right to appoint one or more board director(s). If such interest is held by a holding company, a shell corporation or other form of intermediary, also identify the ultimate or parent entity.
- 3) Relevant revenue consists of revenue from build-finance, DBF, DBFO, DBFM and DBFOM contracts on transportation projects.

- 4) Excludes goodwill and intangibles.
- 5) Gearing = Long-Term Liabilities / Net Worth.
- 6) Contingent Liabilities may be provided as an attachment to Form I1.

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FORM I2 – FINANCIALLY RESPONSIBLE PARTY INFORMATION

Name of Respondent:

Name of Subsidiary Entity:

Name of Financially Responsible Party:

Year Established: _____

Federal Tax ID No.: _____

Business Organization (check one):

Corporation (If yes, then indicate the jurisdiction of incorporation:

_____)

Partnership

Joint

Venture/Consortium

Limited Liability

Company

Other (describe)

Contact Person:

Headquarters:

Business Address:

Address of Office Performing Work:

Telephone Number:

E-mail address:

Under penalty of perjury, I certify that the foregoing is true and correct and that I am the duly authorized [*officer title*] of the parent company entity to which this form relates:

By: _____

Print Name: _____

Title: _____

Date: _____

DRAFT

