



**INDIANA DEPARTMENT OF TRANSPORTATION
REQUEST FOR QUALIFICATIONS
TO DESIGN AND BUILD
the
SAFER DRIVE 65 PROJECT
through a
FIXED-PRICE BEST DESIGN
PUBLIC-PRIVATE AGREEMENT
(DESIGN-BUILD DELIVERY)
PART A**

ISSUED

May 8, 2024

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1. EXECUTIVE SUMMARY / INTRODUCTION

1.1 Overview of the Opportunity

The Indiana Department of Transportation (**INDOT**) is pleased to present this Request for Qualifications (**RFQ**) to prospective entities or groups of entities (individually, a **Proposer** and collectively, **Proposers**) interested in submitting statements of qualifications (**SOQs**) to design and build the I-65 Added Travel Lanes (ATL) Safer Drive 65 Project (Project) in Clark County, Indiana and Scott County, Indiana, through a **Public-Private Agreement** under IC 8-15.7-5 (**DBA**) with INDOT.

1.2 Procurement Methodology

It is anticipated that Design-Build Contractor will design and build the Project for a lump sum price, payable as progress payments based upon an agreed schedule of values over the term of the DBA. The competitive proposal selection procedure will be Fixed-Price Best Design under 23 C.F.R. §§ 636.103, 201. The determination of the Project scope will be based on what the Design-Build Contractor can provide for the fixed price identified in the RFP documents, currently anticipated to be \$203.7MM.

1.3 Project Goals

Goals for the Project (not listed in order of importance) are:

- Maximize the length of added travel lanes that can be constructed for the fixed price;
- Improve the safety of the traveling public and workers;
- Minimize the length of queue and travel delay during construction; and
- Realize the benefit of Alternative Technical Concepts (**ATCs**) presented by Proposers.

1.4 Procurement Procedure

INDOT will use a two-step procedure to identify the **Apparent Best Value Proposer** (the Proposer whose Proposal, included assembled team, if accepted, is in the best interest of the State of Indiana and the public) who will enter into an Agreement with INDOT to deliver the Project thus becoming the **Design-Build Contractor**. This RFQ represents the first step in the procedure. INDOT will evaluate the SOQs received in response to this RFQ and shortlist the Proposers (**Short-Listed Proposers**) that meet the requirements of this RFQ in accordance with the procedures and evaluation criteria described herein.

In the second step, INDOT intends to invite the Short-Listed Proposers to submit Proposals under the terms and subject to the conditions of the RFP.

1.5 Anticipated RFQ Schedule

INDOT anticipates carrying out the RFQ portion of the procurement procedure in accordance with the following schedule, which is subject to change at INDOT's sole discretion.

Table 1: Anticipated RFQ Schedule

Activity	Anticipated Date
Issue Request for Qualifications (RFQ)	May 8, 2024
Submit Proposer Point of Contact Letter	May 10, 2024, at 12:00 p.m., ET
Deadline for questions on RFQ	May 21, 2024
Response to questions and Issue RFQ Amendment #1	May 31, 2024
SOQ Due Date	June 17, 2024, at 12:00 p.m., ET
Short list determination	July 10, 2024
Draft RFP issued to Short-Listed Proposers	July 19, 2024

Proposers are responsible for monitoring the Project Website (www.saferdrive65.com) for amendments, revisions, or other information related to this RFQ or the procurement procedure.

2. THE PROJECT AND POTENTIAL DESIGN-BUILD CONTRACTOR RESPONSIBILITIES

2.1 Project Description

2.1.1 Overview

The Project includes added travel lanes and pavement reconstruction or pavement rehabilitation of I-65 from 0.5 mile north of the Blue Lick Road Interchange (RP 16+27) in Clark County to SR 56 (RP 29+10) in Scott County.

The Project scope is variable depending on the Apparent Best Value Proposer's design but shall include, at a minimum, four miles of freeway reconstruction and added travel lanes in each direction along I-65, drainage structure improvements, bridge superstructure replacements with widening, bridge deck overlay work, and pavement rehabilitation as described in greater detail below. Additional work may include additional reconstruction and added travel lanes, and additional structure rehabilitation work. The interstate construction limits of the Project total approximately thirteen miles.

2.1.2 Project Design Features

The Project limits will vary depending on the extent of construction activities that are included in the Project scope by the Apparent Best Value Proposer.

The anticipated Project scope of work includes the following segments:

- **Base Bid Project Elements** – Proposers shall include, at a minimum, the following improvements with the Project.
 - Added Travel Lanes with Total Pavement Reconstruction (RP 16+27, Sta 391+10.00 “Q” to RP 20+27, Sta. 600+00.00 “PR-Q”).
 - NBI: 034850 – I-65 over Blue Lick Creek NB – Superstructure replacement and widening for Added Travel Lane (Des. 1600744, Bridge No I65-016-04220)
 - NBI: 034860 – I-65 over Blue Lick Creek SB – Superstructure replacement and widening for Added Travel Lane (Des. 1600750, Bridge No I65-016-04220)
 - NBI: 034880 – I-65 over Caney Fork NB – Superstructure replacement and widening for Added Travel Lane (Des. 1600729, Bridge No I65-016-04222)
 - NBI: 034890 – I-65 over Caney Fork SB – Superstructure replacement and widening for Added Travel Lane (Des. 1600733, Bridge No I65-016-04222)

- CV I65-010-18.35 – Small structure replacement of existing 66” CMP (Des. 2001599, Sta. 501+27 “PR-Q”).
 - CV I65-010-19.90 – Small structure replacement of existing 102” CMP (Des. 2001598, Sta. 582+14 “PR-Q”).
 - CV I65-010-22.77 – Replacement of existing small structure end sections, unless rendered unnecessary by structure replacement work in subsequent segments (Sta. 732+56 “Q”)
 - NBI: 034940 – I-65 over Pigeon Roost Creek NB – Bridge Deck Overlay w/ semi-integral end bents, reinforced concrete bridge approach replacements, and minor fiber wrapping of beams near abutments (Des. 2001604, Bridge No. I65-024-04229)
 - NBI: 034950 – I-65 over Pigeon Roost Creek SB – Bridge Deck Overlay w/ semi-integral end bents, reinforced concrete bridge approach replacements, and minor fiber wrapping of beams near abutments (Des. 2001605, Bridge No. I65-024-04229)
 - Roadway Rehabilitation, 2-inch Mill and Asphalt Overlay (from Terminus of Added Travel Lanes Reconstruction to RP 29+10, Sta. 1105+77 “Q”)
 - Roadway Rehabilitation, 2-inch Mill and Asphalt Overlay (all ramps at interchange of I-65 and SR 160, RP 19+26, Sta. 546+00 “PR-Q”)
 - Noise Barrier Wall Construction – I-65 NB (Sta. 504+45 “PR-Q to 518+49 “PR-Q”)
- **Potential Additional Elements** – Work listed below are additional items that the Proposer may choose to include in its Proposal as improvements to the Base Bid Project Elements. Additional Project Elements shall be included in **order** from south to north and shall be contiguous to the prior included elements. Further detail regarding scoring and selection will be in the RFP, however, it is anticipated that award of the Project, will be based, in a large part, on the magnitude of additional Project Elements included in the Proposers design.
 - Added Travel Lanes with Total Pavement Reconstruction (RP 20+27, Sta 600+00.00 “PR-Q” to RP 22+83, Sta. 735+00.00 “Q”). If contained within the limits of the additional added travel lanes, the following items shall also be included with the Project Elements:
 - NBI: 034911 – I-65 over Brownstown Road NB – Bridge widening for Added Travel Lane (Des. 2001601, Bridge No. I65-021-09939)
 - NBI: 034921 – I-65 over Brownstown Road SB – Bridge widening for Added Travel Lane (Des. 2001600, Bridge No. I65- 021-09939)
 - CV I65-010-22.65 – Small structure replacement of existing 72” CMP (Des. 2001597, Sta. 725+67 “Q”).

- CV I65-010-22.77 – Small structure replacement of existing 72” CMP (Des. 2001595, Sta. 732+56 “Q”).
- Bridge Rehabilitation at County Line Road over I-65
 - NBI: 034930 – County Line Road over I-65 NB/SB – Patch and fiber wrap piers #2 and #4 (Des. 2001603, Bridge No. I65-023-04227)
- Rehabilitation at SR 56, Exit 29
 - Roadway Rehabilitation, 2-inch Mill and Asphalt Overlay (all ramps at interchange of I-65 and SR 56, RP 29+34, Sta. 1129+30 “Q”)

Descriptions of these Project Elements, including the potential Additional Project Elements in particular, are general in nature, subject to change, and more precise delineations will be set forth in the RFP.

2.1.3 Prequalification Categories and Minimum Experience

The following INDOT Certificates of Qualification and INDOT Prequalification Work Type Certifications must be held by Proposer or members of the Proposer’s identified team, as specified below, in order for a Proposer to be eligible to be selected as a Short-Listed Proposer (<https://www.in.gov/indot/2740.htm>).

2.1.3.1 Bidding Capacity

Proposer and Equity Members, as defined in Section 7.4, must have an INDOT Certificate of Qualification for at least \$100 million in the aggregate.

2.1.3.2 Qualifications

Proposer or any of its Equity Members must have an INDOT Certificate of Qualification for \$Unlimited in one of the following

INDOT construction prequalification work types:

- A (a) Concrete Pavement – General; or
- B (a) Asphalt Pavement; or
- C (a) Heavy Grading; or
- D (b) Highway Bridges over Highways

The Proposer team, in the aggregate (inclusive of Major Participants), must have an INDOT Prequalification Work Type Certification in the following INDOT consultant prequalification work types:

INDOT Contractor Work Types:

- B (a) Asphalt Pavement: W/INDOT Certified HMA Plant

- A (a) Concrete Pavement: General
- C (a) Heavy Grading
- D (b) Highway or Railroad Bridge Over Highway
- D (a) Highway or Railroad Bridge Over Water

INDOT Consultant Work Types:

- 5.2 Environmental Document Preparation - CE
- 5.6 Waterway Permits
- 5.8 Noise Analysis and Abatement Design
- 5.9 Archaeological Investigations
- 5.10 Historical/Architectural Investigations
- 6.1 Topographic Survey Data Collection
- 7.1 Geotechnical Engineering Services
- 8.2 Complex Roadway Design; AND
- 9.2 Level 2 Bridge Design
- 10.1 Traffic Signal Design
- 10.2 Traffic Signal System Design
- 10.3 Complex Roadway Sign Design
- 10.4 Lighting Design
- 10.5 Intelligent Transportation System Design
- 10.6 Intelligent Transportation System Integration
- 16.1 Utility Coordination
- 17.2 Small Structure and Pipe Hydraulic Design
- 17.3 Storm Sewer and Detention Design
- 17.4 Bridge Hydraulic Design
- 18.1 Pavement Analysis and Design

2.1.3.3 Prior Experience of Proposer

The Proposer's lead contractor must have worked on at least one added travel lane project on an interstate highway or demonstrate similar equivalent experience explicitly in the SOQ. Additionally, the Proposer must be able to demonstrate successful implementation of Maintenance of Traffic (**MOT**) schemes that include maintaining two lanes of traffic in each direction on a freeway project and strategies for minimizing queues or minimizing travel delays.

2.1.4 Project Office

INDOT currently anticipates that the Design-Build Contractor will be required to co-locate Key Personnel (and potentially other personnel) with INDOT personnel in a Project office. The RFP will provide further details regarding any such requirements.

2.2 Environmental Status of Project

The required National Environmental Policy Act (**NEPA**) environmental review for the Project was processed as a Categorical Exclusion Level 4 (**CE-4**). The CE-4 was approved on January 17, 2023. A supplemental Note to File was included with the NEPA documentation on May 26, 2023.

It is anticipated that all work for the Project will take place within the limits of the existing right-of-way (ROW). Except as set forth in Section 2.4 below, no permanent or temporary ROW beyond the existing limits will be required to complete the improvements.

2.3 Governmental Approvals

INDOT obtained the USACE Section 404 Permit (**NWP**) and IDEM Section 401 Water Quality Certification (**WQC**) (**IP**) commensurate with the state of the Project development. The USACE Section 404 Permit was approved July 5, 2022, and expires on March 14, 2026. The IDEM Section 401 WQC application was approved June 28, 2022, and expires on June 28, 2024. Currently, INDOT is reviewing the IDEM Section 401 WQC application and anticipates that this permit will be extended to June 28, 2028. INDOT has coordinated the need and method of mitigation with the USACE and IDEM. Based on that coordination, INDOT purchased mitigation credits for the mitigation required by the USACE Section 404 Permit and IDEM Section 401 WQC.

Upon award, Design-Build Contractor will be responsible for obtaining all sediment and erosion control approvals required under the IDEM Construction Stormwater General Permit, any required modifications to the Section 404 Permit, Section 401 Water Quality Certification(s) or additional permits determined to be necessary based on Design-Build Contractor's design.

It is presently contemplated that, under the DBA, the Design-Build Contractor will be required to obtain and maintain, throughout the duration of the Project, all other regulatory, environmental, building and other permits, including any permit modifications to design and construct the Project, and be responsible for any resulting mitigation and other permit requirements.

Design-Build Contractor's responsibility will include compliance with all permit conditions included in any approvals, authorizations, determinations, and conditional permits. If needed, the Design-Build Contractor will be required to modify any permit applications based on its proposed design and obtain final permits from all the applicable permitting agencies. INDOT will support the Design-Build Contractor in coordination with environmental regulatory and permitting agencies.

2.4 Right-of-Way Acquisition

No additional ROW is required for the Project. Any temporary easements or real property interests or access rights beyond the Project ROW that the Design-Build Contractor may desire to use for construction purposes or construction access will be the responsibility of Design-Build Contractor.

2.5 Site Conditions and Special Requirements

2.5.1 Other Major Projects

INDOT construction projects currently planned within the Project limits prior to the anticipated construction period are as follows:

INDOT Project Des. 1902858 is anticipated to be active within the project limits during the term of the DBA. Work by others includes the modernization of rest areas on I-65 near RP 22+36. The Design-Build Contractor will be required to maintain construction access to the rest stop for work by others at all times necessary for work by others under Des. 1902858.

INDOT Contract T-41282-A was active within the project limits. Work by others included the installation of ITS traffic management systems on I-65 at various locations (including within the project limits). Work was completed subsequent to topographic survey data completed for the project. Design-Build Contractor shall avoid impacts to the improvements installed with work.

INDOT Contract R-45445-A is anticipated to be active within the project limits in calendar year 2024 but completed prior to construction of the Project. Work by others includes partial depth asphalt pavement patching repairs throughout the Project limits and asphalt milling and resurfacing of pavement from RP 16+00 to RP 20+00.

Additional information about potential projects in the area will be provided during the RFP portion of the procurement.

2.5.2 Geotechnical

INDOT has performed certain geotechnical investigation work for the Project and will provide this information to the Short-Listed Proposers as part of the reference information documents (**RID**).

INDOT does not anticipate that Proposers will need to conduct any geotechnical investigation to respond to this RFQ. The RFP will address the process pursuant to which any Short-Listed Proposer may request additional geotechnical investigation prior to submittal of its Proposal.

2.5.3 Utilities

INDOT does not anticipate that Proposers will need to conduct any utility investigations in order to respond to this RFQ. Utility information will be provided to the Short-Listed Proposers as part of the RID. The RFP will address the process pursuant to which any Short-Listed Proposer may perform additional utility investigations prior to submittal of its Proposal.

2.5.4 Hazardous Materials

INDOT has completed an investigation to identify possible hazardous material sites near the Project area in 2021. That investigation did not identify any hazardous material sites within the project limits. There is the potential for the contractor to encounter impacted groundwater near a Leaking Underground Storage Tank (LUST) site at the Circle K 0130 (414 SR 160, Henryville Indiana, AT #7878). Technical provisions for proper handling, transportation, and disposal of impacted groundwater will be included in the RFP. The RFP will provide further details regarding hazardous materials. Allocation of responsibility for hazardous materials will be provided in the RFP.

2.5.5 Hydrology

INDOT has certain hydrologic information for the Project and will make such information available to Short-Listed Proposers in the RID. INDOT does not anticipate that Proposers will need to conduct any hydrologic investigations in order to respond to this RFQ.

2.5.6 Noise Analysis/Abatement

INDOT has completed a noise analysis for the Project. Noise abatement measures in the form of feasible and reasonable noise barriers were recommended for implementation to mitigate noise impacts. The required measure is a noise abatement wall approximately 1,400 feet along the east of the northbound I-65 lanes, approximately 0.5 miles south of SR 160. These requirements will be further defined in the RFP.

2.5.7 Historic

There are no anticipated historic impacts anticipated for the Project.

2.5.8 Aesthetic and Landscaping

There are no anticipated aesthetic and landscaping requirements anticipated for the Project.

2.5.9 Tree Clearing

Design-Build Contractor will be responsible for all tree clearing necessary to perform the Work.

2.6 Third Parties

2.6.1 Railroad Companies

There are no railroads within the Project corridor.

2.6.2 Utility Companies

No utility relocations are anticipated at this time; however, the Design-Build Contractor will need to coordinate with utility owners during construction. A list of utility owners as well as required coordination efforts will be provided to Short Listed Proposers in the RFP.

2.6.3 Governmental Agencies, Key Stakeholders Coordination

Key stakeholders include INDOT; the Cities of Scottsburg and Henryville, Indiana; Scott County and Clark County, Indiana; and the Federal Highway Administration (“FHWA”). The RFP will set forth the parties’ respective obligations for coordination with all governmental agencies and third-party stakeholders.

2.7 Design and Construction Standards

INDOT will include in the RFP a set of Project-specific standards, specifications, and requirements that will apply to the work performed on the Project.

2.8 Alternative Technical Concepts

The RFP will encourage Short-Listed Proposers to propose, for INDOT’s consideration, ATCs that may include requested changes or exceptions to certain standards and specifications and requirements. The ATC process, including any constraints or parameters on potential ATC submissions, will be set forth in the RFP. INDOT anticipates that the ATC process will include submittal of both preliminary and final ATCs. Each Proposer will be invited to further develop acceptable ATCs presented during the preliminary ATC submittal process.

2.9 Maintenance During Construction

Design-Build Contractor will be responsible for performing certain maintenance activities during construction of the Project. These activities will be described in more detail in the RFP.

2.10 Guaranties

A guaranty of Design-Build Contractor’s obligations under the DBA will be required under the following circumstances: (i) Proposer was advised by INDOT, in its sole discretion, that a guaranty would be required as a condition to the shortlisting of Proposer, (ii) Proposer’s organization is a newly-formed or shell corporation, limited

liability entity, or other company, (iii) Proposer (or an Equity Member if Proposer is a partnership, joint venture or limited liability company) is not the ultimate parent entity in its organizational/corporate structure; (iv) the form of organization of Proposer changes after shortlisting and INDOT decides, in its sole discretion, to require a guarantor as a condition to approving such change; (v) if financial statements of a Financially Responsible Party are provided to demonstrate financial capability of Proposer or an Equity Member; (vi) as noted in **Form E**, note number 1; or (vii) Proposer's financial capability adversely changes between shortlisting and the due date for the Proposal, as determined by INDOT, in its sole discretion. If a parent and/or other guaranty is required, then it must come from the ultimate parent or another entity acceptable to INDOT. "**Financially Responsible Party**" means the parent company, affiliate or other entity (if any) whose financial statements the Proposer provides to demonstrate in its SOQ the financial capacity of the Proposer and/or Equity Member.

3. PROJECT PROCUREMENT AND DELIVERY

3.1 Public-Private Agreement for Design-Build (DBA)

Under the Fixed-Price Best Design selection procedure, the winning Proposal will be selected based on the evaluation of a technical proposal that offers the best value to the public, based upon evaluation criteria and procedures set forth in the RFP.

3.2 Payment Structure and Source of Funds

The structure for the DBA is intended to include the following features:

- (a) It is anticipated that Design-Build Contractor will design and build the Project for a lump sum price payable as progress payments based upon an agreed schedule of values.
- (b) The funds for this Project have been appropriated and include a combination of state and federal funds.

4. NATURE OF THE AGREEMENT/CONTRACTUAL RELATIONSHIP

4.1 Overview

INDOT intends to enter into a DBA with Design-Build Contractor. The DBA will, among other things, obligate Design-Build Contractor to (a) design and construct the Project; and (b) maintain the Project during construction under the terms and conditions specified in the DBA.

4.2 Federal Requirements

Proposers are advised that the RFP will be drafted based on the assumption that the Project will remain eligible for federal funds. Accordingly, the RFP will conform to requirements of applicable federal law and FHWA regulations, including Davis-Bacon Act prevailing wages, and those described under the recently-revised FHWA Form 1273, Build America, Buy America requirements, and DBE program requirements, among others. INDOT reserves the right to modify the procurement procedure described herein to address any concerns, conditions or requirements of FHWA. INDOT will notify Proposers of any such modifications.

4.3 DBE Requirements

In accordance with the recently revised DBE requirements, imposed by virtue of the federal funding of the Project, information regarding these requirements will be included in the RFP as will any other potential requirements, including those with respect to minority and women's business enterprises.

In responding to this RFQ, a Proposer is not required to include team members to satisfy the DBE goal. Additional information regarding the DBE goal for the Project will be provided in the RFP.

4.4 Performance Security, Insurance, and Indemnity

INDOT anticipates that the DBA will require Design-Build Contractor to provide both payment and performance security and insurance coverage in connection with the design and construction work, and to assume liabilities and to indemnify, defend and hold INDOT and related entities and persons harmless against third party and other claims as specified in the DBA. Specific requirements for the performance and payment security, insurance and indemnification will be set forth in the RFP. INDOT will not provide any indemnification to Design-Build Contractor.

5. DESCRIPTION OF PROCUREMENT PROCEDURE

5.1 Statutory Authority

INDOT is issuing this RFQ in accordance with the provisions of Indiana Code §§ 8-15.7 *et seq.*, as amended (**Statute**), and other applicable provisions of law.

5.2 Overall Procedure

The procurement involves a two-step procedure: submittal of an SOQ and shortlisting followed by submittal by each Shortlisted Proposer, if it elects to do so, of a Proposal in response to an RFP.

INDOT will evaluate the SOQs received in response to this RFQ and will determine, according to criteria generally outlined herein, Short-Listed Proposers eligible to receive the RFP and prepare and submit a Proposal.

Following the determination of Short-Listed Proposers, INDOT anticipates releasing a draft RFP for review and comment by the Short-Listed Proposers. The draft RFP will include Instructions to Proposers, Technical Provisions (including, among other things, a statement of the base scope of work and potential Additional Elements), the DBA, RIDs and other Project documents.

The RFP will include more direction regarding how to incorporate Additional Elements in a Proposal to create the best design, including details of the ATC process. INDOT will schedule one or more confidential one-on-one meetings to discuss issues and questions identified by the Short-Listed Proposers, and preliminary ATCs.

The RFP will include disclosure of certain materials and communications with INDOT that are confidential in nature, and Short-Listed Proposers will be required to execute a confidentiality agreement, the form of which will be provided following shortlisting.

After consideration of input from the Short-Listed Proposers, INDOT intends to issue a final RFP. Additional confidential one-on-one meetings, including meetings to address ATCs, will be held after such issuance of the RFP. INDOT may address questions that arise after the issuance of the final RFP in the form of an amendment.

Following receipt and evaluation of Proposals, INDOT may select an Apparent Best Value Proposer from the Short-Listed Proposers, based on the evaluation criteria set forth in the RFP, with which to finalize the DBA for award and execution.

The RFP will set forth INDOT's rights and remedies if INDOT is unable to finalize the terms and conditions of the DBA with the Apparent Best Value Proposer.

INDOT may, at any time and for any reason, terminate the procurement. INDOT further reserves any and all rights set forth in the Statute and any other applicable statutes and procedures.

5.3 Stipulated Amount for Work Product

INDOT anticipates offering a payment of **\$500,000** to each unsuccessful Short-Listed Proposer that complies with the terms of the RFP, meets the eligibility requirements for a payment that will be set forth in the RFP, and submits a responsive and timely Proposal. The payment will be paid in exchange for ownership of the Proposer's work product and the intellectual property within the Proposal.

Proposers shall not be entitled to any payment, stipend, stipulated amount, or other compensation in connection with this RFQ and in preparing and submitting an SOQ.

5.4 Questions and Responses Regarding the RFQ and Amendments

To facilitate receipt, processing, and response, Proposers must upload all questions using Form G (Proposer Questions), kept in MS Excel format, to the individual Proposer subfolder under the "Proposer Questions" folder on the INDOT Autodesk Construction Cloud site before the deadline in this RFQ. Once the questions have been uploaded, submit a notice via email to saferdrive65@indot.in.gov, ATTN Kyanna Wheeler. Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project.

All questions shall be placed on Form G and:

- be sequentially numbered;
- address a single issue per question;
- specifically reference the relevant RFQ section;
- not identify Proposer's identity in the body of the question;
- be self-standing and comprehensible independent of other questions (i.e., not reference prior questions); and
- Include suggested edits to RFQ language in redline.

Confidential questions are not allowed, and no telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the RFQ Procurement Contact identified in Section 8.1.3 will be considered.

The questions and INDOT's responses will be in writing and will be posted to all Proposers. INDOT may rephrase questions as it deems appropriate and may

consolidate similar questions. INDOT will respond to the questions on the date set forth in the RFQ.

Proposers shall monitor the Procurement Website (<https://www.saferdrive65.com>) for information concerning this procurement and will be required to acknowledge in their transmittal letter (**Form A**) that they had access to all relevant materials posted thereon.

5.5 Amendments

INDOT reserves the right to issue amendments to this RFQ at any time before the SOQ Due Date. INDOT will make any amendments available through the Project website. In issuing an amendment shortly before the SOQ Due Date, INDOT will consider whether an extension of the SOQ Due Date is warranted.

No oral or written response provided by INDOT in connection with this RFQ will be binding on INDOT, nor will it change, modify or waive the requirements of this RFQ, except to the extent such response is included in an amendment.

6. SOQ CONTENT AND SUBMITTAL REQUIREMENTS

6.1 General

INDOT expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow INDOT to evaluate Proposers' qualifications based on the criteria set forth herein.

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

6.2 Format

The required SOQ contents are described further in Part B. Each responding Proposer shall electronically submit a single searchable PDF of its SOQ on or before the SOQ Due Date. Proposers will not be allowed to alter SOQs after the SOQ Due Date unless approved or directed, in writing, by INDOT.

The SOQ shall have the Proposer's name clearly shown on a cover sheet. The SOQ PDF file name shall be "[Proposer] SaferDrive65-SOQ.PDF". The confidential appendix associated with the Auditor's Report (Opinion Letter) shall be a separate PDF file with the name "[Proposer] SaferDrive65-SOQ-confidential.PDF".

The PDF submission must be organized and bookmarked.

Submittals must be formatted to fit on an 8-1/2" x 11" page, except as noted below. 11" x 17" pages are only allowed for organizational charts. The font size shall be no smaller than twelve-point, except the font in organizational charts, graphics and tables may be as small as ten-point.

The SOQ (as described in Part B) shall have all pages sequentially numbered. Although a total page limit has not been identified for the SOQ response, Proposers shall not include more pages than what is strictly required to respond to this RFQ. Corporate brochures, awards, licenses and marketing materials shall not be included in the SOQ and will be disregarded.

- Form A and any letters required to be appended in Form A;
- Form B-1;
- Form B-2;
- Form C;
- Form D;
- Form E (maximum 8 pages excluding the separate "Notes" page of the form);
- Form F;
- Auditor's Report (Opinion Letter);
- Surety Letter;

- The disclosures provided in response to Part B, Sections 2.8.1, 2.8.2 and 2.8.3;
- Documents and materials required to be provided in an appendix; and
- Confidential appendix in support of the Auditor’s Report.

Where forms are provided for submittal, Proposers may not alter the forms other than to complete the required information and to provide responses to the listed questions.

6.3 Contents and Organization

Proposers must organize their SOQs in the order set forth in Part B. Proposers shall not include any additional materials other than those that are explicitly requested or inferred as part of the SOQ response. Proposers shall bookmark the PDF so that it is easier for evaluators to locate the information requested. Divider pages may be included between SOQ sections.

6.4 SOQ Submittal Requirements

Each Proposer shall upload its SOQ and all supporting information to the INDOT Autodesk Construction Cloud site before 12:00 PM (noon) ET on the SOQ Due Date. SOQs shall be uploaded under the Proposer-specific subfolder for the SOQ.

Once the SOQ has been uploaded, submit a notice via email to safedrives65@indot.in.gov, ATTN: Kyanna Wheeler. The notice shall include a transmittal letter on the letterhead stationery of the Proposer or the Proposer’s lead team member. A duly authorized official of the Proposer or the Proposer’s lead member shall execute the transmittal letter.

The transmittal letter shall have the name, title, address, phone number, and email address of the Point of Contact representing the Proposer. It shall summarize the material that has been uploaded, and list all attachments, forms, letters, statements, and certifications.

Acknowledgment of receipt of SOQs will be evidenced by the issuance of a receipt by the INDOT contact identified above or designee.

7. EVALUATION PROCESS AND CRITERIA

7.1 SOQ Evaluation Procedure

The SOQ evaluation will consist of two phases, which may or may not occur concurrently: (1) responsiveness; and (2) confirmation of meeting minimum experience and qualification requirements on a pass/fail basis. INDOT will evaluate the SOQs it receives in response to this RFQ and will determine, according to the criteria outlined herein, the Short-Listed Proposers eligible to receive and respond to the RFP.

INDOT anticipates utilizing one or more committees to review and evaluate the SOQs in accordance with the above criteria. INDOT employees will be actively involved in the evaluations.

At various times during the evaluation process, INDOT may request additional information or clarification from a Proposer or may request for a Proposer to verify or certify certain aspects of its SOQ. The scope, length and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the sole discretion of INDOT. INDOT may contact firm and personnel references supplied by Proposer as well as other potential references not listed, including internal personnel of INDOT. Proposers are requested to verify that all contact information is correct and are further advised that if any contact information provided is not current, INDOT may elect to disregard the project or personnel experience represented by that project or personnel reference in determining the Proposer's qualifications.

Evaluations of SOQs are subject to the sole discretion of INDOT and its staff, with assistance from such professional and other advisors as INDOT may designate. INDOT will make the final determinations of the Short-Listed Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the State.

Each Proposer, through its Point of Contact, will be notified in writing via e-mail whether or not it is a Shortlisted Proposer.

7.2 Responsiveness

Each SOQ received by the SOQ Due Date will be reviewed for (a) the responsiveness of the Proposer to the requirements set forth in this RFQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) nonconformities, irregularities and apparent clerical mistakes that are unrelated to the substantive content of the SOQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Proposer will be so notified. INDOT

may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation.

7.3 Pass/Fail Evaluation

Separately or in conjunction with evaluation of each timely submitted SOQ for responsiveness, INDOT will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a “pass” on all pass/fail items in order for its SOQ to be further evaluated.

7.3.1 The SOQ contains an executed transmittal letter.

7.3.2 Proposer is capable of obtaining (i) a payment bond or bonds in the aggregate amount of \$225 million from an Eligible Surety, and (ii) a performance bond or bonds in the aggregate amount of \$225 million from an Eligible Surety. As used herein, an “Eligible Surety” is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” (found at <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>), rated “A” or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody’s Investor Service and Standard & Poor’s Ratings Group) or rated least A-/VII or higher according to A.M. Best’s Financial Strength Rating and Financial Size.

7.3.3 Proposer and its Equity Members have the financial capability (as determined by INDOT, in its sole discretion) to carry out the Project responsibilities potentially allocated to it as demonstrated by the financial officer’s certificate Form H, Auditor’s Report, and supporting materials. The evaluation will take into account the following considerations, both currently as well as over the last three years, as appropriate:

- Profitability;
- Capital structure;
- Ability to service existing debt and solvency outlook;
- Other commitments and contingencies; and
- Additional considerations including those related to treatment of subsidiaries, tax and special liabilities.

7.3.4 Neither Proposer nor any other entity that has submitted Form C as required by this RFQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state government.

7.3.5 The information disclosed in Form C or in response to Part B, Section 2.8 does not, in INDOT's sole determination, materially and adversely affect Proposer's ability to carry out the Project responsibilities potentially allocated to it in the DBA.

7.3.6 The Proposer team is prequalified for the amount and areas of work set forth in Section 2.1.3 or otherwise meets the requirements set forth in Section 8.4.1. If not yet prequalified as of the SOQ Due Date, Proposer has certified in writing, on behalf of itself and its team, that it has submitted all documents necessary for INDOT to make a prequalification determination consistent with Section 2.1.3.

7.3.7 The information disclosed in Form F does not, in INDOT's sole discretion, materially and adversely affect Proposer's ability to carry out the Project responsibilities allocated to it in the DBA.

7.3.8 Each relevant Proposer team member makes the express, written commitments as required by Part B, Section 2.6 regarding the availability of individuals designated in the SOQ as Key Personnel.

7.3.9 Qualifications of Key Personnel

The Proposer has demonstrated that the Key Personnel listed in its SOQ meet or exceed the requirements listed in Part B, Section 2.7.

7.3.10 Experience of the Proposer

The Proposer has demonstrated that the team members listed in its SOQ meet or exceed the minimum requirements listed in Part B, Section 2.5.2.

Project information and personnel references, as well as the information provided in response to Part B, Sections 2 and 3 will be used, as deemed appropriate by INDOT, in its sole discretion, to assist in the evaluation of the Proposer structure and experience category.

7.4 Changes in Proposed Organizations

Subject to the limitations herein, INDOT may permit Short-Listed Proposers to add, delete or substitute team members and reorganize their teams following submittal of the SOQs. The following actions may not be undertaken without INDOT's prior written consent, in its sole discretion:

7.4.1 Deletion, substitution or change in composition of a Short-Listed Proposer team member identified in its SOQ or a change in the role or scope of work of a team member;

- 7.4.2 Deletion or substitution of Key Personnel identified in Part B, Section 2.7, of its SOQ or a change in the role or position of such Key Personnel;
- 7.4.3 Deletion or substitution of an Equity Member, Major Participant, or Financially Responsible Party; and
- 7.4.4 Other changes, direct or indirect, in the Equity Members of a Short-Listed Proposer (excluding changes resulting from public trading of stock that do not result in a change in control of such entity).

As used in this RFQ, an **Equity Member** means (i) each member of a joint venture; (ii) each general partner of a limited or general partnership; (iii) each managing member of a limited liability company (or member if not “manager-managed” in structure); (iv) each entity holding an equity interest in the Proposer entity, if the proposer entity was formed less than one year prior to the SOQ Due Date; (v) each entity proposed to hold an equity interest in the Proposer entity if the Proposer entity is not yet formed as of the SOQ Due Date; or (vi) each other entity with a Controlling Interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise). Notwithstanding the foregoing, if the applicable entity is a publicly traded company, shareholders with less than a 10% interest in the entity shall not be considered Equity Members. As used in this RFQ, “**Controlling Interest**” means an interest held by an individual person or entity (**Person**) in another Person, when (a) such Person holds, directly or indirectly, beneficially or of record, a majority of the voting rights in such other Person; or (b) such Person possesses, directly or indirectly, the power to cause the direction of the management or policies (or both) of such other Person, whether through voting securities, by contract, family relationship or otherwise.

If a Short-listed Proposer proposes to make such a change in its organization, any proposed new Major Participants or Key Personnel must provide all of the information that is required in this RFQ regarding Major Participants or Key Personnel of a Proposer team (including, for example, that any proposed new or additional Major Participant or Key Personnel has the necessary pre-qualification, licenses or other requirements as of the dates required under this RFQ).

INDOT may, in its sole discretion, accept, reject or seek additional information regarding a Short-listed Proposer’s requests. Factors that INDOT expects to consider include whether (a) the change results in actual or potential organizational conflicts of interest; (b) the Short-listed Proposer as a whole still meets the minimum criteria contained in this RFQ; or (c) the change renders the Short-listed Proposer unqualified to design and construct the Project.

7.5 RFP Procedure and Evaluation

Short-Listed Proposers are advised that the evaluation criteria and weights applied to such criteria for the evaluation of the Proposals will differ from the criteria set forth

herein to evaluate SOQs. The evaluation criteria and applicable weights for such criteria for the Proposal evaluations will be set out in the RFP.

8. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

8.1 Improper Communications and Contacts

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

The specific rules of contact are as follows:

- 8.1.1** After submittal of SOQs, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the, SOQs, the RFP or either team's Proposal; provided, however, that subcontractors that are shared between two or more Proposer teams (subject to the restrictions and requirements set forth in Section 8.4.2) may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the Proposer team and subcontractor will not act as a conduit of information between the teams.
- 8.1.2** INDOT will send all Project notices including those related to availability of documents posted on INDOT's Autodesk Construction Cloud to the Proposer's Point of Contact described in Section 8.5. If the Proposer's Point of Contact needs to change, then Proposer shall notify INDOT in writing and provide the same information for the replacement Point of Contact as was provided originally to the RFQ Procurement Contact. Failure to identify a representative in writing may result in the Proposer failing to receive addenda or other important communications from INDOT. INDOT is not responsible for any missing or incorrect information resulting from the Proposer's failure to identify a Point of Contact.
- 8.1.3** The RFQ Procurement Contact shall be the sole contact for purposes of this procurement, including this RFQ and the RFP. Proposers shall correspond regarding this RFQ and the RFP only through the RFQ Procurement Contact.

RFQ Procurement Contact

Kyanna Wheeler

Major Projects Project Manager

Indiana Department of Transportation

100 N. Senate Ave, Room N758-MPD

Indianapolis, IN 47274

E-mail: saferdrive65@indot.in.gov

8.1.4 Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the DBA, (ii) rejection of all Proposals by INDOT or (iii) cancellation of the procurement, no Proposer or representative thereof shall have any ex parte communications regarding this RFQ, the SOQs, RFP, and DBA or the procurement described herein with:

- Any member of INDOT; and
- Any INDOT staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Part A, Section 8.3), except for communications expressly permitted by this RFQ or the RFP. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to this RFQ, the SOQs, the RFP, or the procurement or limit participation in public meetings or any public or Proposer workshop related to this RFQ or the RFP. Any Proposer engaging in such prohibited communications may be disqualified at any time in the sole discretion of INDOT.

8.1.5 Proposers shall not contact the following identified stakeholders regarding the Project, including employees, representatives, members, consultants and advisors of the entities listed below. INDOT will provide any necessary coordination during the procurement, including the evaluation stage, with such entities in order that, among other things, the procurement be implemented in a fair, competitive, and transparent manner and with uniform information:

- FHWA
- Scott County, IN
- Clark County, IN
- City of Scottsburg, IN
- City of Henryville, IN
- Environmental, regulatory and permitting agencies, including:
 - Indiana DNR Division of Historic Preservation and Archaeology (State Historic Preservation Officer)
 - U.S. Army Corps of Engineers

- Indiana Department of Environmental Management
- Indiana Department of Natural Resources
- Utilities

Information requests concerning these entities shall be sent to the RFQ Procurement Contact.

- 8.1.6** Any communications determined to be prohibited or improper, at the sole discretion of INDOT, may result in Proposer's disqualification.
- 8.1.7** Any official information, communications or correspondence regarding the Project will be disseminated from INDOT in writing on agency letterhead and signed by the RFQ Procurement Contact.
- 8.1.8** INDOT will not be responsible for, and Proposers may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified herein.

8.2 Confidentiality and Disclosure of SOQs

8.2.1 Public Records Act

Once submitted, the SOQs shall become the property of INDOT, may not be returned to Proposers and are subject to the Indiana Public Records Act, Indiana Code § 5-14-3, and relevant provisions of Indiana Code § 8-15.5 (collectively, the "Public Records Act"). Proposers are encouraged to familiarize themselves with the Public Records Act. If Proposer submits any documents that Proposer believes are not subject to disclosure pursuant to the Public Records Act, then it must conspicuously mark each document "CONFIDENTIAL" in the header or footer of each such page affected. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for INDOT to treat the entire SOQ as public information.

INDOT will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to the definition of a trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on INDOT by the Public Records Act or other applicable law. INDOT reserves the right to disagree with Proposer's assessment regarding confidentiality of information in the interest of complying with the Public Records Act. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

Information submitted by Proposers may be made available to FHWA representatives. INDOT intends to follow procedures established by FHWA to avoid disclosure, to the extent possible, of such information under the Freedom of Information Act.

If any proceeding or litigation concerning the disclosure of any material submitted by a Proposer, then INDOT will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and such Proposer will be responsible for otherwise prosecuting or defending any action concerning the material at its sole expense and risk; provided, however, that INDOT reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by INDOT in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by the Proposer objecting to disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall INDOT or any of its respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.

8.3 Organizational Conflicts of Interest

It is INDOT's policy that any person or firm under contract, or previously under contract, with INDOT to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Proposer or Design-Build Contractor team as further defined in the INDOT P3 Guidelines available at:

https://www.in.gov/indot/files/P3_Implementation_Guidelines.pdf.

It is INDOT's policy that any person or firm under contract with INDOT to perform "Procurement Services" as defined in the INDOT P3 Guidelines will not be allowed to participate in any capacity on a Proposer or Design-Build Contractor team. Exceptions to this policy may be granted by INDOT, in its sole discretion, upon written request from such person or firm, if it is determined that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit a written request as soon as possible because INDOT shall not extend the SOQ Due Date or be responsible for any inability or failure to respond prior to the SOQ Due Date to any such request.

In addition to the foregoing, the organizational conflict of interest rules found in 23 CFR Part 636, Subpart A, including 23 CFR § 636.116, also apply to this procurement. 23 CFR § 636.103 defines an “Organizational Conflict of Interest” as follows:

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

Proposer shall provide information concerning known or potential organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests that may present an organizational conflict of interest. Proposer 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.

Except in the event a conflict waiver is granted by INDOT in its sole discretion, Proposer is prohibited from teaming with, receiving any advice from or discussing any aspect relating to the Project or the procurement of the Project with any person or entity having an organizational conflict of interest, including:

- (a) American Structurepoint, Inc.
- (b) Ballard Spahr LLP
- (c) Beam, Longest & Neff
- (d) CDM Smith Inc.
- (e) The Etica Group Inc.
- (f) Garver, Inc.
- (g) Lochmueller Group
- (h) Michael Baker International, Inc.
- (i) VS Engineering Inc.
- (j) WSP, Inc.

Such persons and entities are also prohibited from participating on a Proposer team as a Major Participant, contractor, subcontractor, consultant or subconsultant.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to INDOT that includes a description of the conflicts and the action that

Proposer has taken or proposes to take to avoid or mitigate such conflict(s). If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement, INDOT may, at its sole discretion, disqualify Proposer at any time. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose exists and Proposer has entered into a DBA as Design-Build Contractor, INDOT may, at its sole discretion, terminate the DBA at any time. In either case, INDOT reserves all legal rights and remedies.

Proposers are also advised that INDOT'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 Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

8.4 Limitations on Proposer Team Membership

8.4.1 Prequalification and Licensing Requirements

In order to be a Short-Listed Proposer, a Proposer team (inclusive of Proposer, its Major Participants and other identified subcontractors listed in the SOQ) shall, as of the SOQ Due Date, be prequalified by INDOT to perform the scope and amount of services for the Project as set forth in Section 2.1.3.

If a Proposer team does not have all required INDOT prequalifications as of the SOQ Due Date, such Proposer may still submit an SOQ and may be conditionally determined to be a Short-Listed Proposer so long as (i) it has submitted a prequalification package to INDOT, as applicable, as of the SOQ Due Date that, if approved, would result in such Proposer team having, in the aggregate, all required INDOT prequalifications.; and (ii) all such required prequalifications are granted by INDOT no later than 90 days after the SOQ Due Date.

INDOT shall bear no risk, responsibility or liability for any delay by a Proposer team in obtaining, or failure by a Proposer team to obtain, any prequalification and such Proposer assumes all risk, responsibility and liability therefor. Except as approved by INDOT, in its sole discretion, no delay by INDOT in the prequalification process and no appeal rights (even if successful) for any denial of a prequalification or other rights or remedies of the Proposer or any team member associated with the prequalification process shall apply to this requirement and timeline. Failure of a Proposer team that has been conditionally determined by INDOT to be a Short-Listed Proposer to obtain the required prequalifications and deliver evidence thereof to INDOT on or before 90 days after the SOQ Due Date may, in INDOT's sole discretion, result in disqualification at any time from the procurement and loss of eligibility to submit a Proposal and to earn award of the DBA. Such a determination shall be final and binding and not subject to protest or appeal.

In addition to the above, other members of a Proposer team that will be undertaking work on the Project that requires an INDOT prequalification or an Indiana license must be appropriately prequalified and licensed prior to performing the applicable work assigned to such member.

8.4.2 Participation on More Than One Proposer Team

To ensure a fair, competitive, and unbiased procurement, Major Participants are forbidden from participating, in any capacity, on another Proposer team during the course of the procurement in which their original Proposer team is involved. If a Proposer is not shortlisted as part of the RFQ evaluation process, the members of the unsuccessful Proposer team (including Major Participants) are, thereafter, free to participate on Short-Listed Proposer teams, subject to the requirements of this RFQ. Any Proposer that fails to comply with the prohibition contained in Section 8.4 may be disqualified from further participation as a Proposer for the Project. Individuals serving Key Personnel roles on one Proposer team may not serve Key Personnel roles on another Proposer team. In addition, entities that are under direct or indirect common ownership or that have the same upstream parent may not be on separate Proposer teams or act as Equity Members, Major Participants, Financially Responsible Parties or guarantors on separate Proposer teams.

8.4.3 Land Acquisition within the Project Right-of-Way

From the date of submission of an SOQ until award of the DBA, no Proposer, Equity Member of a Proposer, Major Participant, other Proposer team members, or affiliate, may (i) negotiate, secure, acquire title to or close on an acquisition of real property (including an easement or temporary use) included within the Project ROW (**Restricted Property**), (ii) enter into an option to acquire or an acquisition contract relating to any Restricted Property; or (iii) engage in any predatory land or property acquisition practice.

8.5 Proposer Point of Contact

All Proposers shall, on or before the date listed in Section 1.5 (RFQ Schedule), submit a one page letter on company letterhead stating the name of the individual who is to be its Point of Contact (**POC**). The letter shall be submitted to saferdrive65@indot.in.gov ATTN: Kyanna Wheeler. The letter shall, at a minimum, state the name of the Proposer, identify the Proposer's Point of Contact, and include the POC's email, office address, phone number and title. The letter shall also include a statement acknowledging the rules of contact and a commitment from the Proposer that all its members will follow the rules.

The POC is responsible for initiating and receiving all communication with INDOT and shall be delegated the full authority of the Proposer to communicate with INDOT throughout the procurement process. The POC may be changed upon request.

The email shall include “INDOT Safer Drive 65 Proposer Point of Contact” in the subject line.

9. PROPOSER DEBRIEF

9.1 Debriefings

All Proposers submitting SOQs will be notified in writing as to whether they have been shortlisted. Proposers not shortlisted may request a debriefing. Debriefings shall be provided at the earliest time that appropriate person(s) within or affiliated with INDOT is available after notification of all of the Short-Listed Proposers. The debriefing shall be conducted by a procurement official familiar with the rationale for the shortlist decision, and advisors of INDOT may also participate.

Debriefings shall:

- (a) Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ;
- (b) Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and
- (c) Provide information on areas in which the unsuccessful Proposer's SOQ failed or had weaknesses or deficiencies.

Debriefings may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators or advisors.

10. RESERVED RIGHTS

In connection with this procurement, INDOT reserves to itself, individually and collectively, all rights (which rights shall be exercisable by INDOT, in its sole discretion, for any reason or no reason) available to it under the Statute and applicable law, including, with or without cause and with or without notice, the right to:

- (a) Modify the procurement and documentation to address applicable law, and the best interests of INDOT and Indiana, as determined by INDOT in its sole discretion.
- (b) Revise the scope, type, structure, or specific terms of this procurement.
- (c) Modify the scope of the Project during the procurement.
- (d) Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems appropriate, necessary or warranted, or to develop some or all of the Project itself.
- (e) Cancel this RFQ in whole or in part at any time, without incurring any cost obligations or liabilities, except as otherwise provided in Section 5.3.
- (f) Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- (g) Not shortlist any Proposer or all Proposers responding to this RFQ.
- (h) Not issue an RFP.
- (i) Reject any and all submittals, responses and SOQs received at any time.
- (j) Modify all dates set or projected in this RFQ.
- (k) Terminate evaluations of responses received at any time.
- (l) Issue addenda, supplements and modifications to this RFQ.
- (m) Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.
- (n) Revise and modify the evaluation factors or otherwise revise or expand the evaluation methodology for the SOQ at any time before the SOQ Due Date.
- (o) Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ and/or require additional evidence of qualifications to perform the work described in this RFQ, regardless of whether the information or evidence was explicitly required by the RFQ.
- (p) Determine whether to shortlist or prequalify any Proposer responding to this RFQ.

- (q) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, including personal experience of evaluators.
- (r) Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- (s) Disagree with a Proposer's assessment regarding confidential information in the interest of maintaining a fair process or complying with applicable law.
- (t) Establish protocols for remedying, waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ or in the processes under this RFQ, accept and review a non-conforming SOQ, or permit clarifications or supplements to a SOQ.
- (u) Disqualify any Proposer that changes its submittal after the SOQ Due Date without INDOT approval.
- (v) Disqualify any Proposer under this RFQ or during the period between the RFQ and RFP for violating any rules or requirements of the procurement set forth in this RFQ or in any other communication from INDOT.
- (w) Modify electronic document file names.
- (x) Design and construct some of the Project or the entire Project itself, or through another state or local government entity or entities, or with a third party of INDOT's choice.
- (y) Exercise its discretion in relation to the matters that are the subject of this RFQ as it considers necessary or expedient in light of all circumstances prevailing at the time that INDOT considers to be relevant.
- (z) Exercise any other right reserved or afforded to INDOT under this RFQ or applicable laws or in equity.

This RFQ does not commit or bind INDOT to determine the Shortlisted Proposers, proceed with the procurement described herein or enter into the DBA. INDOT does not assume any 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. All such costs shall be borne solely by each Proposer.

[END OF PART A]