

STATE OF LOUISIANA
I-10 CALCASIEU RIVER BRIDGE
PUBLIC-PRIVATE PARTNERSHIP PROJECT

CALCASIEU PARISH

STATE PROJECT NO. H.003931
FEDERAL AID PROJECT NO. 010121

FINAL REQUEST FOR PROPOSALS
ADDENDUM NUMBER 18
MAY 26, 2023

INSTRUCTIONS TO PROPOSERS



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1.0 INTRODUCTION

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (LA DOTD) to seek competitive Proposals for the I-10 Calcasieu River Bridge Public-Private Partnership (PPP) Project (the “Project”). The Comprehensive Agreement, including the Technical Provisions, defines the Work to be performed by the Developer to develop, design, construct, finance, operate, and maintain a new six-lane bridge over the Calcasieu River on Interstate-10 (I-10) in Calcasieu Parish, Louisiana. The form of the Comprehensive Agreement, including the Technical Provisions, are included in this RFP.

Proposals will only be considered from those Proposers that have been notified of their inclusion on the Short-List.

In the preparation of the Proposals, Proposers should address and/or consider the Project goals identified in Instructions to Proposers (ITP) Section 1.1.

1.1 PROJECT GOALS

The LA DOTD’s goals for the Project are as follows:

- A) Maximize mobility and safety in the corridor, including the following:
 - 1) Reduction of traffic congestion on mainline I-10;
 - 2) Mobility improvement along Sampson Street; and
 - 3) The safety of, and minimization of disruption to, vehicular, rail, and maritime traffic during construction and operations, including the demolition of existing structures;
- B) Develop an overall financially feasible Project, optimizing the Public Funds Amount with an acceptable and user-friendly tolling structure, that includes the following:
 - 1) Delivery of all of the LA DOTD’s required scope of the Project;
 - 2) Employment of an automated cashless toll collection method or methods that facilitate interoperability with other toll facilities located in the State of Louisiana; and
 - 3) An excellent customer experience responsive to all users that takes into account the socioeconomic make-up of the affected local communities;
- C) Optimize design and construction of the physical assets through delivery of high-quality, durable, and maintainable infrastructure that is resilient to withstand events, such as, natural and man-made disasters, vehicle or vessel collision, or extreme heat due to fire, including the following:
 - 1) Life cycle maintenance considerations;

- 2) A structure that is aesthetically appropriate given the community and immediate surroundings;
 - 3) Solutions that are responsive to key Project challenges, including environmental needs within the corridor and the needs of adjacent industrial Stakeholders and railroads and affected local communities; and
 - 4) Delivery of the Project in a manner that supports ingenuity and industry;
- D) Develop a strong partnership between the LA DOTD and the Developer during all phases of the Project, including management of the toll facility;
- E) Prioritize transparent communication with the public during the design, construction, operations, and maintenance phases;
- F) Employ innovative approaches that increase involvement of Disadvantaged Business Enterprises (DBE) in all aspects of the Project’s delivery, including, but not limited to, material sourcing, finance, design, construction, operations, maintenance, and technology solutions; and
- G) Maximize opportunities to facilitate sustainable economic success, job growth, and career development in the Project vicinity, particularly in surrounding underserved communities.

1.2 PROJECT DESCRIPTION

1.2.1 General Project Description

The scope of the Developer’s obligations includes construction of a new Calcasieu River Bridge and reconstruction and relocation of existing roadways and approaches within the Design-Build Limits (the “DB Limits”) extending generally from the I-10/I-210 interchange on the west side of the Existing Bridge to east of the I-10/Ryan Street exit ramp on the east side of the Existing Bridge. Also included is widening the existing eastbound two-lane section of I-10 from west of the Ryan Street overpass to tie into the existing three-lane section to the east. Additionally, roadway improvements for the segment of LA 378 (Sampson Street) from I-10 to Sulphur Avenue, as well as reconfiguration of several access ramps and interchanges are included in the scope. The final configuration/reconstruction of these additional roadway improvements will depend on receipt of the Record of Decision in accordance with the National Environmental Policy Act (NEPA) process (*see* Section 1.2.2).

The scope also includes right-of-way (ROW) acquisition services, utility relocation coordination, and railroad coordination as set forth in the Comprehensive Agreement. The LA DOTD will be responsible for operation and maintenance of the existing I-10 Calcasieu River Bridge during the construction of the new I-10 Calcasieu River Bridge. The Developer will be responsible for certain operation and maintenance activities for the mainline roadway and ramps within the DB Limits during the DB Period.

Once traffic has transferred to the new I-10 Calcasieu River Bridge, the Developer will be responsible for demolishing the existing I-10 Calcasieu River Bridge and providing operations

and maintenance services within the Operations and Maintenance Limits (the “O&M Limits”) for the Operating Period. Additional improvements to be completed by the Developer will include design, installation, maintenance, and operations of a toll system to allow for collection of tolls from users of the Project.

The Project consists of the following elements:

- A) Design and construction of a new bridge over the Calcasieu River with three travel lanes and one auxiliary lane in each direction. The New Bridge will have a minimum vertical clearance of 73 feet. Safety features include lighting, shoulders, and a center barrier;
- B) Development of a new toll system (All Electronic Tolling) appropriate for the type and size of the Project. The provision of the new toll system shall include design, installation, integration, operation, and maintenance of roadside and back office systems, including customer services. The new toll system shall be interoperable with existing toll systems in the State of Louisiana and neighboring states;
- C) Modification and relocation of existing roadways and interchanges; and
- D) The demolition and removal of the existing Calcasieu River Bridge once traffic is transferred to the new Calcasieu River Bridge.

1.2.2 Environmental Status

The Project is currently under review in accordance with NEPA as part of a larger project extending from the I-10/I-210 interchanges to the east and west of the existing Calcasieu River Bridge. A preferred alternative, Alternative 5G, has been identified in the Draft Environmental Impact Statement (DEIS) as a part of the NEPA process, which was approved on November 2, 2022. A public hearing was subsequently held December 13, 2022. A Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) are expected during the second quarter of 2023.

The purpose for the improvements as articulated in the environmental documents includes the following:

- A) Address the lack of system connectivity on I-10;
- B) Reduce congestion and improve mobility on I-10 and along Sampson Street;
- C) Address structural and functional roadway and bridge deficiencies; and
- D) Address safety concerns on I-10 and the Calcasieu River Bridge.

The FEIS and ROD may determine particular items within the final scope of services, as well as many Project requirements and Environmental Commitments. Any Work described herein is subject to adjustment due to any determinations resulting from the FEIS and ROD or any permits/approvals obtained by the LA DOTD. Until the conclusion of the NEPA process, the

LA DOTD may make no commitment as to any alternative under evaluation in the NEPA process, including the no-build alternative.

1.2.3 Scope of Developer's Obligation

The scope of Developer's obligations for the Project will include the development, design, construction, financing, maintenance, and operation of the Project under the terms set forth in the Comprehensive Agreement.

1.2.4 Public Funds Amount

The LA DOTD intends to contribute the Public Funds Amount for the development, design, and construction of the Project. The Public Funds Amount will not be used to fund LA DOTD's retained scope; such costs will be funded from separate sources. The LA DOTD has provided Proposers with information on the LA DOTD's intended sources of funds for the Public Funds Amount, and for the other contingent payments and LA DOTD-retained costs under the Comprehensive Agreement (*see* "I-10 Calcasieu River Bridge P3 – Project Funding White Paper March2023" in the Reference Documents).

Proposers are required to utilize all of the Public Funds Amount for the development, design, and construction of the Project in accordance with the payment terms and payment schedule set forth in Exhibit G to the Comprehensive Agreement.

1.2.5 Transportation Infrastructure Finance and Innovation Act

The Developer is responsible for financing the Project. In order to meet key Project schedule milestones, the LA DOTD does not intend to pursue Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance before Financial Close, and Proposers should not include any TIFIA financing or TIFIA Refinancing within their Financing Plans. Proposers should note the objective of the LA DOTD pursuant to the Toll Rate Schedule Quantitative Evaluation Factor, which does not encourage Proposers to increase the costs of Developer Debt within their Financing Plans (e.g., through incorporating earlier call options on Bonds, or other structuring features) to provide future flexibility for any potential TIFIA Refinancing.

The Developer may incorporate a TIFIA loan via a Refinancing in the period following Financial Close and prior to one year following Partial Acceptance. The Comprehensive Agreement details the terms under which any such TIFIA Refinancing shall be pursued and under which any Refinancing Gain from a TIFIA Refinancing shall be shared. No portion of a future TIFIA Refinancing will be considered an Exempt Refinancing or Planned Refinancing for the purposes of a future gain sharing. However, the LA DOTD will undertake to fund the Build America's Bureau's fees and administrative charges related to the application for a TIFIA loan, and subject to the terms of the Comprehensive Agreement, the LA DOTD will reimburse the Developer's approved expenses for a TIFIA Refinancing that does not close. The LA DOTD has also provided the draft Comprehensive Agreement to the Build America Bureau for its review and comment.

Proposers should note the Rules of Contact in Section 2.2.3 which set forth restrictions on communications with the Build America Bureau during the procurement.

1.2.6 Private Activity Bonds

The LA DOTD has received a United States Department of Transportation (U.S. DOT) Private Activity Bonds (PABs) allocation of \$1.5 billion for the Project (*see* I-10 Calcasieu – PABs Allocation Approval Letter in the Reference Documents), and is making the allocation available for use in Proposers’ Financing Plan.

Each Proposer may, but will not be obligated to, use the PABs allocation in its Financial Proposal. The LA DOTD’s approach to the use of PABs has been developed to attempt to facilitate the use of PABs by the Proposers. Subject to the terms of the Comprehensive Agreement, if a Proposer elects to include PABs in its Financing Plan, it does so at its own risk and cost, and the LA DOTD shall have no liability with respect thereto. The LA DOTD makes no representations or warranties regarding the use of proceeds of PABs to finance the Project as a matter of federal tax law, and Proposers should seek advice from their own tax consultants.

In addition, any Proposer wishing to use PABs shall be solely responsible for obtaining ratings, bond counsel opinions, and credit enhancement, as well as satisfying any conditions placed on the use of the allocation by U.S. DOT or complying with any other requirements of state and federal tax and securities Laws.

1.2.7 Conduit Issuer

If any Proposer wishes to use the PABs allocation, the Louisiana Public Facilities Authority (“LPFA”) will serve as the Conduit Issuer for the PABs, subject to certain conditions including the filing of an application with LPFA and the approval by LPFA of all financing documentation related to the PABs, among others. Details of the LPFA’s financing process and fee schedule is available as Appendix D – Indicative Conduit Process.

Until selection of the successful Proposer in accordance with Sections 5.10 through 5.13 of this ITP, the LA DOTD will be the sole channel of communication with the LPFA with respect to the issuance of PABs for the Project. Accordingly, all Proposers are prohibited from directly contacting the LPFA to discuss any aspect of the Project or the proposed PABs until selection of the successful Proposer, unless otherwise directed or permitted by the LA DOTD.

Following selection, if the selected Proposer has included PABs in its Financing Plan, the Proposer shall be responsible for coordinating with the LPFA and completing all steps required to successfully achieve Financial Close and satisfying requirements imposed by the LPFA related to its issuance of PABs.

The selected Proposer shall also be responsible for payment of all of the Conduit Issuer’s costs associated with the issuance of the PABs, including attorneys’ fees associated with obtaining bond counsel opinions.

The LA DOTD makes no representations or warranties regarding the issuance of PABs by the LPFA.

1.3 THE PROPOSAL

1.3.1 Documents in the Request for Proposals

The documents issued as part of this RFP consist of the following:

- A) Instructions to Proposers;
- B) Additional documents issued by Addenda to this RFP;
- C) Volume 1 - Comprehensive Agreement, including all exhibits thereto;
- D) Volume 2 - Technical Provisions, including all exhibits thereto; and
- E) Reference Documents.

The components of the RFP are intended to be complementary and to describe and provide for a fair and competitive procurement process. Prior to execution of the Comprehensive Agreement, the components of the RFP complement one another in the descending order of precedence stated above. After execution of the Comprehensive Agreement, the order of precedence is governed by Section 3.02(b) of the Comprehensive Agreement.

The Reference Documents are included in the RFP for the purpose of providing information to Proposers that is in the LA DOTD's possession. The LA DOTD has not determined whether the Reference Documents are accurate, complete, pertinent, or of any value to Proposers. The Reference Documents will not form a part of the Comprehensive Agreement. Except as may be provided otherwise in the Comprehensive Agreement, the LA DOTD makes no representation, warranty, or guarantee as to, and shall not be responsible for, the accuracy, completeness, or pertinence of the Reference Documents and shall not be responsible for any conclusions drawn therefrom.

1.3.2 Cover Letter

The Proposer shall provide a letter indicating its desire to be considered for the Project and stating the official names and roles of all Equity Members, the Design-Build Contractor (the "DB Contractor"), the Lead Designer, the Operations and Maintenance Contractor (the "O&M Contractor"), the Toll System Provider, and the Tolling Operator (if different from the O&M Contractor). Authorized representatives of the Proposer's organization must sign the letter. If the Proposer is not yet a legal entity or is a joint venture (JV), limited liability company (LLC), or general partnership, authorized representatives of all proposed Equity Members shall sign the letter. "Authorized representatives" are those representatives that possess notarized Powers of Attorney as set forth in the Form of Proposal.

The Proposer shall identify a single point of contact for the Proposer and the address, E-mail address, and telephone number where questions should be directed. The single point of contact identified in the cover letter shall be the same person identified on Form A (*see* Appendix A-Technical Proposal Instructions, Section A2.2(B)). Except as set forth in Section 2.2.3, all communication regarding the procurement process and Project shall be conducted with the Proposer's single point of contact.

1.3.3 Executive Summary

One copy of an Executive Summary, with a maximum of ten pages must be included with the Technical Proposal. **The Executive Summary will not be considered confidential and, as such, should not contain any confidential proprietary or trade secret information.** The Executive Summary of any or all Proposers may be made public, at the sole discretion of the LA DOTD, prior to execution of the Comprehensive Agreement. The Executive Summary should emphasize the benefits to the LA DOTD contained in the Technical Proposal, and at a minimum, the Executive Summary shall include the following information:

- A) A summary of all Equity Members, the DB Contractor, the Lead Designer, the O&M Contractor, the Toll System Provider, and the Tolling Operator (if different from the O&M Contractor);
- B) The Proposer's approach to the following:
 - 1) Layout of the proposed facility, including any innovative concepts, approved Alternative Technical Concepts (ATC), and all proposed interconnections with existing or planned transportation facilities;
 - 2) Financing, developing, and operating the proposed facility;
 - 3) Public information and communications for the Project;
 - 4) Construction sequencing, traffic management, and mobility during construction;
 - 5) Maintenance and Renewal Work; and
 - 6) Toll lane operations, including toll collection, enforcement, customer relations, and interoperability; and
- C) A discussion of the Proposer's preliminary schedule, including key milestones.

1.3.4 Technical Proposal

The Technical Proposal must be submitted as specified in Appendix A to this ITP, which is entitled "Technical Proposal Instructions."

1.3.5 Financial Proposal

The Financial Proposal must be submitted as specified in Appendix B to this ITP, which is entitled "Financial Proposal Instructions."

1.3.6 Inclusion in Comprehensive Agreement

All of the Technical Proposal and the Financial Proposal submitted by the successful Proposer will be included with and bound into the Comprehensive Agreement.

1.3.7 Required Forms

Failure to provide all information and all completed forms (*see* Appendix C – Proposal Forms to this ITP) in the format specified in Appendix A – Technical Proposal Instructions and Appendix B – Financial Proposal Instructions of this ITP may result in the LA DOTD’s rejection of the Proposal or a lower rating. All blank spaces in the Proposal forms must be filled in as noted and no change shall be made to the phraseology of the RFP or in the items mentioned therein. **Any alterations, additions (other than expanding forms in order to properly include all required information), or deletions made to the format of the forms contained in Appendix C – Proposal Forms may render a Proposal non-responsive.**

1.3.8 Language in Proposal

The LA DOTD will give no consideration to tentative or qualified commitments in the Proposals. For example, phrases such as “we may” or “we are considering” will be given no consideration in the evaluation process since they do not indicate a firm commitment.

1.3.9 Property of the Louisiana Department of Transportation and Development

All documents submitted by the Proposer in response to this RFP will become the property of the LA DOTD, except for any documents that have been properly identified as containing confidential proprietary or trade secret information in accordance with Section 2.5. Documents will not be returned to the Proposer.

1.3.10 Errors

If any mistake, error, or ambiguity is identified by the Proposer at any time during the Proposal process in any of the documents supplied by the LA DOTD, the Proposer shall notify the LA DOTD of the alleged mistake, error, or ambiguity and the recommended correction in writing in accordance with Section 2.3. Failure to do so will be deemed a waiver of any claim for additional compensation associated therewith.

1.4 ABBREVIATIONS

ATC	Alternative Technical Concept
CFR	Code of Federal Regulations
DB	Design-Build
DBE	Disadvantaged Business Enterprise
DEIS	Draft Environmental Impact Statement
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration

FP-WAC	Financial Proposal – Weighted Average Calculation
ITP	Instructions to Proposers
JV	Joint Venture
KCS	Kansas City Southern Railroad
LA DOTD	Louisiana Department of Transportation and Development
LLC	Limited Liability Company
LPFA	Louisiana Public Facilities Authority
NEPA	National Environmental Policy Act
NOI	Notice of Intent
NTP	Notice to Proceed
PPP	Public-Private Partnership
RFP	Request for Proposals
RFQ	Request for Qualifications
ROD	Record of Decision
SOQ	Statement of Qualifications
UP	Union Pacific
US	United States

1.5 DEFINITIONS

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

“Advertisement” means the public announcement in the form of the Notice of Intent (NOI) inviting prospective Proposers to obtain a Request for Qualifications (RFQ) and submit a Statement of Qualifications (SOQ). The Advertisement included a brief description of the Work proposed to be the subject of the procurement with an announcement of where the RFQ was to be obtained, the terms and conditions under which SOQs were received, and such other matters as the LA DOTD deemed advisable to include therein. The Advertisement for this Project was published on January 4, 2021.

“Affiliate” means, when used to indicate a relationship with a specified Person, a Person that: (A) directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person; or (B) controls, is controlled by, or is under common control with, such specified Person, and a Person is deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract, or otherwise.

“Agreement” means the Comprehensive Agreement.

“Bank Debt” means Developer Debt other than Bonds or a Private Placement, provided by a bank or similar financial institution.

“Benchmark Rates” means the underlying benchmark index interest rates as approved by the LA DOTD prior to the Proposal Due Date and used in the financing contained in the Financing Plan and the Initial Base Case Financial Model.

“Bond” means any A) tax exempt bond issued by a conduit issuer, the proceeds of which are used for a defined tax qualified purpose by a private entity (other than the government entity issuing the bonds), acting as the borrower, or B) taxable bond.

“Clarifications” means a written exchange of information initiated by LA DOTD that takes place between a Proposer and the LA DOTD after the receipt of all Proposals during the evaluation process. The purpose of Clarifications is to address ambiguities, omissions, errors or mistakes, and clerical revisions in Proposals.

“Commercial Close” means satisfaction of all of the conditions identified in Section 5.12 and 5.13 and execution of the Comprehensive Agreement by both parties.

“Comprehensive Agreement” means the written agreement between the LA DOTD and the Developer setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor and material, financing, the operations and maintenance of the facility, and the basis of payment. The Comprehensive Agreement includes the Contract Documents; the Limited Notice to Proceed (LNTP) and Notice to Proceed (NTP); and any amendments, supplemental agreements, and change orders that are required to complete the design, construction, financing, operations, and maintenance of the Project, including authorized extensions thereof, all of which constitute one instrument.

“Conduit Issuer” means the LPFA.

“Construction Subcontractor” means any member of the Proposer’s team, other than the DB Contractor, that will be responsible for 20% or more of the construction Work on the Project.

“Contract Documents” means the Comprehensive Agreement, Technical Provisions, the successful Proposer’s Technical Proposal, the successful Proposer’s Financial Proposal, and all provisions required by law to be inserted in the Comprehensive Agreement whether actually inserted or not. Whenever separate publications, including the LA DOTD’s Standard

Specifications, are referenced in the Contract Documents, it is understood to mean the publication, as amended, which is current as of the Proposal Due Date, unless otherwise noted.

“Design-Build Contractor” means the Subcontractor that has entered into a Design-Build Contract with the Developer.

“Design-Build Period” means the period commencing on the date of issuance of the Limited Notice to Proceed through the Final Acceptance Date.

“Design-Build Work” means all Design Work and Construction Work required under the Contract Documents to achieve Final Acceptance.

“Design Subcontractor” means any member of the Proposer’s team, other than the Lead Designer, that will be responsible for 35% or more of the Design Work on the Project.

“Design Work” means all Work of design, engineering, or architecture for the Project, Project ROW Acquisition Work, or Utility Adjustments.

“Developer” means the Person selected pursuant to the RFP that enters into the Comprehensive Agreement with the LA DOTD to design, construct, finance, operate, and maintain the Project.

“Equity Member” means any Person with a direct Equity interest in (A) the Developer, or (B) any Equity-Related Entity. For each Proposer, it is a requirement of the LA DOTD that the Equity Members (and the percentage of Equity committed by such Equity Members) identified in the SOQ submitted by such Proposer, remain intact after the SOQ submittal unless a change has been expressly approved in writing by the LA DOTD in accordance with Section 1.9.

“Financial Close” means satisfaction of all of the conditions set forth in Section 7.03 of the Comprehensive Agreement.

“Financial Close Date” means the date on which Financial Close occurs.

“Financial Model Formulas” means the financial formulas that the Developer and the LA DOTD have agreed upon as of the Agreement Date as a basis for the Base Case Financial Model and any updates pursuant to the Comprehensive Agreement but without the data and the information used by or incorporated in the Base Case Financial Model or Base Case Financial Model Update.

“Financial Proposal” means the financial proposal submitted by the Proposer pursuant to Appendix B of the ITP.

“Financial Proposal – Weighted Average Calculation” means the weighted average calculation identified in Appendix B – Financial Proposal Instructions, Section B6.1.

“Financing Plan” has the meaning under Section B4.2 of Appendix B of the ITP.

“Governmental Authority” or **“Governmental Entity”** means any court or any federal, state, or local government, department, commission, board, bureau, agency, or other regulatory or governmental authority, but not including the LA DOTD.

“Interest Rate Protection Period” means the period between (A) the Interest Rate Protection Start Date and either (B) with respect to Bonds, the Pricing Date; or (C) with respect to Bank Debt, the earlier of the Financial Close Date and the date on which the financing instrument is fully hedged by the Developer.

“Interest Rate Protection Start Date” means the date on which the Proposer provides its Benchmark Rate Submittal and Credit Spread Submittal in accordance with Section 2.9.

“Instructions to Proposers” means those documents containing directions for the preparation and submittal of information by the Proposers in response to the RFP.

“Investment Contract Rate(s)” means the investment rate(s) on the guaranteed investment contract or equivalent investment agreement related solely to the investment of a construction account funded with bond proceeds.

“Key Personnel” means the positions designated in Section 2.3.5 of the Technical Provisions, and individuals designated by to Developer to fulfill those positions.

“Lead Designer” means the member of the Proposer, whether a single entity or JV, primarily responsible for the design and engineering of the Project.

“Lender Support Letter” has the meaning under Section B4.2.2. of Appendix B of the ITP.

“Louisiana Department of Transportation and Development” means an agency of the State, and any other State agency duly succeeding to the powers, authorities, and responsibilities of the LA DOTD invoked by or pursuant to the Comprehensive Agreement.

“Operations and Maintenance Contractor” means the member of the Proposer, whether a single entity or joint venture, primarily responsible for the operations and maintenance of the Project (except for toll operations if toll operations are to be provided by a separate Tolling Operator), unless O&M Work is to be provided by the Developer.

“Operations and Maintenance Period” means the period commencing on the Partial Acceptance Date through the end of the Term.

“Partial Acceptance Date” means the date on which Partial Acceptance, as defined by the Comprehensive Agreement, is achieved.

“Person” means any individual (including, the heirs, beneficiaries, executors, legal representatives, or administrators thereof), corporation, partnership, joint venture, trust, limited liability company (LLC), limited partnership, joint stock company, unincorporated association, Governmental Authority, or other entity.

“Pricing Date” means, with respect to any Bonds included in the Financial Proposal, the date of the signing of the bond purchase agreement between the Developer, the bond purchaser, and as applicable, the Conduit Issuer.

“Private Placement” means Developer Debt incurred by a sale of debt securities by the Developer pursuant to an exemption under Section 4(a)(2) of the Securities Act of 1933, as amended.

“Project” means the improvements to be designed, constructed, financed, operated, and maintained by the Developer and all other Work product to be provided by the Developer in accordance with the Contract Documents.

“Project Financing Agreements” means the Financing Assignments and any other documents evidencing Developer Debt (including Refinancings) obtained in compliance with the terms of the Agreement, together with any and all amendments and supplements thereto.

“Proposal” means the offer (in response to the RFP) of the Proposer for the Work, when executed and submitted in the prescribed format and on the prescribed forms and including any Clarifications.

“Proposal Due Date” means the date identified in Section 1.8.1 on which Proposals shall be submitted to the LA DOTD.

“Proposal Security” means an executed Proposal Bond as provided in Form I-1 or an executed Proposal Letter of Credit as provided in Form I-2.

“Proposer” means an entity submitting a Proposal for the Project in response to this RFP.

“Public-Private Partnership” means a project delivery methodology by which the LA DOTD contracts with a Person that has responsibility for the design, construction, financing, operations, and maintenance of a project under a single contract with the LA DOTD.

“Reference Documents” means the collection of information, data, documents, and other materials that the LA DOTD has provided to the Developer for general or reference information only.

“Request for Proposals” means a written solicitation issued by the LA DOTD seeking Proposals to be used to identify the successful Proposer. The RFP includes the Instructions to Proposers (ITP), Contract Documents, and Reference Documents. The RFP is issued only to Proposers that are on the Short-List.

“Request for Qualifications” means the LA DOTD’s RFQ issued on March 30, 2021.

“Secretary” means the Secretary of the Louisiana Department of Transportation and Development.

“Short-List” means the list of those Proposers that submitted SOQs and which the LA DOTD determined, through evaluation of the SOQs, to be the most highly qualified Proposers that are invited to submit Proposals in response to this RFP.

“Stakeholder” means any of the following entities, either individually or collectively:

- A) Adjacent land owners;
- B) Affected businesses;
- C) Federal Governmental Entities, including, but not limited to, the following:
 - 1) Federal Highway Administration (FHWA);
 - 2) Occupational Safety and Health Administration;
 - 3) United States Army Corps of Engineers; and
 - 4) United States Coast Guard;
- D) Local Governmental Entities, including, but not limited to, the following:
 - 1) Calcasieu Parish;
 - 2) City of Lake Charles;
 - 3) City of Sulphur;
 - 4) City of Westlake;
 - 5) Imperial Calcasieu Regional Planning and Development Commission; and
 - 6) Lake Charles Harbor and Terminal District;
- E) Railroads, including, but not limited to, the following:
 - 1) Kansas City Southern Railroad; and
 - 2) Union Pacific Railroad;
- F) State Governmental Entities, including, but not limited to, the following:
 - 1) Department of Environmental Quality; and
 - 2) State Historic Preservation Office; and
- G) Affected Utilities.

“State” means the State of Louisiana.

“Statement of Qualifications” means the submission made by a Proposer in response to the RFQ, including all Clarifications thereto submitted in response to requests by the LA DOTD.

“Subcontractor” means any Person with whom the Developer has entered into any Subcontract to perform any part of the Work or provide any materials, equipment, or supplies for the Project and/or the Utility Relocations included in the Work, on behalf of the Developer, and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

“Term” means the term of the Comprehensive Agreement, as defined in the Comprehensive Agreement.

“Toll System Provider” means the firm responsible for the design and integration of toll systems.

“Tolling Operator” means the Subcontractor, whether a single entity or joint venture, primarily responsible for toll operations, unless toll operations are to be provided by the Operations and Maintenance Contractor or the Developer.

“Weakness” means a flaw in the Proposal that is determined by the LA DOTD to increase the risk of unsuccessful performance under the Comprehensive Agreement.

“Work” means, collectively, the finance, development, planning, design, acquisition, installation, construction, completion, management, equipment, operation, repair and maintenance and any other services identified in the Contract Documents to be performed by the Developer.

For definitions of other capitalized terms, *see* Exhibit A to the Comprehensive Agreement. In the event of any inconsistency between the capitalized terms in this ITP and the Comprehensive Agreement, prior to Commercial Close this ITP shall prevail.

1.6 IMPROPER CONDUCT

1.6.1 Prohibited Activities

If the Proposer, or Person(s) representing the Proposer, offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the LA DOTD, including its agents or Person(s) representing the LA DOTD at any time during this procurement process, the LA DOTD will immediately disqualify the Proposer, the Proposer shall not be entitled to any payment, and the LA DOTD may sue the Proposer for damages.

1.6.2 Non-Collusion Form

The Proposer shall provide the Non-Collusion Form (Appendix C – Proposal Forms to this ITP). *See also* Appendix A – Technical Proposal Instructions to this ITP.

1.7 LANGUAGE REQUIREMENTS

All correspondence must be in the English language. If any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation, which will take precedence in the event of conflict with the original language.

1.8 PROPOSAL SCHEDULE

1.8.1 Anticipated Schedule

The following schedule is anticipated. The LA DOTD reserves the right to alter these dates.

Schedule Event	Date
Draft RFP issued	December 22, 2021
Date for first round of one-on-one meetings (<i>see</i> Section 4.2)	Week of January 31, 2022
Date for second round of one-on-one meetings	Week of February 14, 2022
Date for third round of one-on-one meetings	Week of March 28, 2022
Informational and/or Stakeholder meeting	Week of April 11, 2022
Informational and/or Stakeholder meeting	Week of May 23, 2022
Date for fourth round of one-on-one meetings	Week of June 6, 2022
Date for fifth round of one-on-one meetings	Week of August 8, 2022
Date for sixth round of one-on-one meetings	Week of September 12, 2022
Date for seventh round of one-on-one meetings	Week of October 31, 2022
Date for eighth round of one-on-one meetings	December 8 and 9, 2022
Date for ninth round of one-on-one meetings	Week of January 9, 2023
Issue date for final Addendum to the Draft RFP	January 31, 2023
Tenth round of one-on-one meetings	Week of February 27, 2023
Last day for receipt of Proposer ATCs	March 7, 2023
Issue final RFP	March 14, 2023
Issue date for responses to Proposer ATCs	March 21, 2023
Eleventh round of one-on-one meetings	Week of March 27, 2023
Twelfth round of one-on-one meetings	Week of April 10, 2023

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Schedule Event	Date
Benchmark Rates dry run submittal date/Credit Spread dry run submittal date <i>Note: One dry run added to the Proposal Schedule, but the LA DOTD may require additional dry runs as needed</i>	April 25, 2023 9:00 a.m. (Central)
The LA DOTD response regarding dry run submittal	May 2, 2023
Setting Date	May 5, 2023
Thirteenth round of one-on-one meetings	Week of May 8, 2023
Last day for Proposers to submit questions and comments on the final RFP	May 9, 2023
Fourteenth and fifteenth rounds of one-on-one meetings	Week of May 15, 2023
Last day for Proposers to submit questions and comments on Addendum Number 14 to the final RFP	May 17, 2023
Benchmark Rates Submittal date/Credit Spread Submittal date/ Interest Rate Protection Start Date	May 18, 2023 9:00 a.m. (Central)
Approval date for Benchmark Rates and issuance of Baseline Credit Spreads	May 23, 2023 3:00 p.m. (Central)
Last day for Proposers to submit questions and comments on Addenda Numbers 15 and 16 to the final RFP	May 25, 2023 8:00 a.m. (Central)
Last day to issue addenda to the final RFP and/or answers to Proposer final RFP questions	May 30, 2023
Proposal Due Date	June 6, 2023 12:00 p.m. (Central)
Proposer Presentations/Interviews	June 22 and 23, 2023
Selection for negotiations	June 29, 2023
Commercial close and Limited Notice to Proceed (NTP)	October 4, 2023
Financial Close	November 30, 2023

1.8.2 Proposal Due Date

The completed Proposal shall be delivered to the LA DOTD's designated point of contact at I-10CalcasieuBridgeP3@la.gov no later than 12:00 p.m. (Central Time), on the Proposal Due Date specified in Section 1.8.1.

1.8.3 Financial Close Deadline

If final Award of the Comprehensive Agreement is made, the successful Proposer shall be required to achieve Financial Close on or before 61 days after the Agreement Date (subject to any extensions of such deadline in accordance with the Comprehensive Agreement).

1.9 CHANGES TO THE PROPOSER'S ORGANIZATION

It is a requirement of the LA DOTD that the Proposer's organization, including, Equity Members (and the percentage of Equity committed by such Equity Members), the Design-Build Contractor, the Lead Designer, the O&M Contractor, the Toll System Provider, the Tolling Operator (if different from the O&M Contractor), Construction Subcontractors, and Design Subcontractors and Key Personnel identified in the SOQ, remain intact as required to meet their obligations under the Comprehensive Agreement. A Proposer may propose substitutions for participants (or propose changes in the percentage of Equity committed by Equity Members in the SOQ) after the SOQ submittal, but only on the basis outlined in this Section 1.9. However, such changes will require written approval by the LA DOTD, which approval may be granted or withheld in the LA DOTD's sole discretion. A rejection of the requested change by the LA DOTD, in its sole discretion, or the failure of the Proposer to request LA DOTD approval of the change, or the failure of the Proposer to cancel or unwind the requested change if required to do so by the LA DOTD, may result in disqualification of the Proposer.

If the Proposer wishes to change any Equity Member (or change the percentage of Equity committed by any Equity Member), the Design-Build Contractor, the Lead Designer, the O&M Contractor, the Toll System Provider, the Tolling Operator (if different from the O&M Contractor), Construction Subcontractors, or Design Subcontractors or any of the Key Personnel presented by the Proposer in its SOQ, the Proposer must submit a request to change its organization in writing not later than 30 Business Days prior to the Proposal Due Date identified in Section 1.8.1. The Proposer shall submit with its request the information specified in the RFQ for that entity or key management personnel.

The Proposer's submission of a Proposal in response to this RFP is an acknowledgment and certification that the Proposer is committed to assigning the resources identified in its SOQ and Proposal, including Key Personnel and other staff identified by name; equipment; material; supplies; and facilities to this Project if the Proposer is awarded the Comprehensive Agreement, to the extent that assigning these resources remains within the control of the Proposer and its Equity Members.

1.10 INELIGIBLE FIRMS

The Proposer is required to disclose all potential organizational conflicts of interest in its Proposal. A potential organizational conflict of interest may occur where consultants and/or subcontractors that assisted the LA DOTD in the preparations of the RFQ or this RFP will not be allowed to participate as a Proposer or a member of a Proposer in response to that RFQ/RFP. The following firms have a potential organizational conflict of interest for this Project:

- A) Nossaman LLP;
- B) Anastasia Brennan Communication Group, LLC;
- C) CDM Smith Inc.;
- D) Coastal Environments, Incorporated;
- E) CSRS, Inc.;
- F) Ernst and Young Infrastructure Advisors, LLC;
- G) Forte and Tablada, Inc.;
- H) GOTECH, Inc.;
- I) HNTB Corporation;
- J) Lamont Financial Services Corporation;
- K) Metro-Source, LLC;
- L) Mott McDonald, LLC;
- M) Providence Engineering and Environmental Group LLC;
- N) SGS North America, Inc.;
- O) T. Baker Smith, LLC;
- P) TRC Engineers, Inc.;
- Q) Walker-Hill Environmental; and
- R) WSP USA Inc., including its parent company and any affiliates, subsidiaries, professional corporations owned by employees of WSP USA, other firms related to WSP USA operating within the U.S., and additional holding companies.

However, the LA DOTD may determine that there is not an organizational conflict of interest for a consultant or Subcontractor under the following circumstances:

- 1) Where the role of the consultant or subcontractor was limited to provision of preliminary design, reports, or similar “low level” documents that will be incorporated into the RFP and did not include assistance in the development of the ITP or evaluation criteria at either the RFQ or RFP phase; and
- 2) Where all documents and reports that were delivered to the LA DOTD by the consultant or subcontractor are made available to all the Proposers through the RFQ or the RFP.

The successful Proposer and its Equity Members must disclose all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest. The Proposer and its Equity Members must state how their interests, or those of their chief executives, directors, Key Personnel, or any proposed Subcontractor may result, or could be viewed as, an organizational conflict of interest.

In addition, any firm that is rendered ineligible to participate in public procurements through any state or federal action is ineligible to participate with any Proposer/Proposal. A Proposer must not submit a Proposal, nor will a Proposal be considered, if the Proposer or any Equity Member is on the LA DOTD’s list of Disqualified Contractors or Consultants or is debarred by the LA DOTD, any other agency of the State of Louisiana, or the federal government at any time prior to execution of the Comprehensive Agreement.

1.11 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The LA DOTD has determined that DBE requirements apply to design and construction of the Project, and has adopted a DBE Program to provide DBEs opportunities to participate in the business activities of the LA DOTD as service providers, vendors, contractors, subcontractors, advisors, and consultants. The LA DOTD has adopted the definition of DBEs set forth in 49 CFR 26.5. The Proposer’s DBE compliance obligations are governed by all applicable federal DBE regulations, including 49 CFR Part 26, as well as applicable requirements set forth in the Comprehensive Agreement and the LA DOTD’s DBE Program document.

The LA DOTD’s DBE requirements applicable to the Comprehensive Agreement are set forth in Section 23.04 and Exhibit K of the Comprehensive Agreement, and LA DOTD’s DBE Program adopted pursuant to 49 CFR Part 26. The DBE participation goal for the Project is 10.34% for the Design-Build Work performed under the Comprehensive Agreement. As set forth in Section A2.2(H) of Appendix A – Technical Proposal Instructions, each Proposer shall submit a certification concerning DBE requirements (Form D, *see* Appendix C – Proposal Forms to this ITP) with its Proposal. Failure to provide the required DBE certification will be considered a breach of the Proposal requirements and will render a Proposal non-responsive.

In addition, at Partial Acceptance, the LA DOTD will establish a DBE goal for O&M Work for the period from Partial Acceptance to September 30, 2029. Every three years thereafter, the LA

DOTD will establish a new DBE goal for the O&M Work. *See* Section 23.04 for additional information regarding the DBE goal during the Operating Period.

The selected Proposer shall provide DBE commitments in the form required by the LA DOTD as DBE Subcontractors are identified, in accordance with Exhibit K to the Comprehensive Agreement, and the LA DOTD's DBE Program.

1.12 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

2.0 PROCUREMENT PROCESS

2.1 METHOD OF PROCUREMENT

The Comprehensive Agreement will be procured per Louisiana R.S. 48:250.4 and 48:2084 *et seq.*

This procurement process has included the following two steps:

- A) Request for Qualifications and Statement of Qualifications (determination of the Short-List); and
- B) Request for Proposals and Proposals (selection of the Developer from Proposers on the Short-List that submit Proposals).

The Developer will be selected based on pass/fail evaluation factors, qualitative evaluation factors, and quantitative evaluation factors and a combined evaluation of the Technical Proposal and Financial Proposal. The successful Proposer will be the Proposer determined to be the most advantageous to the State and whose Proposal is in the best interest of the State.

The LA DOTD will not consider unsolicited or non-conforming Proposals.

2.2 RECEIPT OF THE REQUEST FOR PROPOSALS AND OTHER INFORMATION

The RFP and other information may be obtained by Proposers that have been notified of their inclusion on the Short-List by the LA DOTD.

2.2.1 Louisiana Department of Transportation and Development Designated Point of Contact

The LA DOTD's designated point of contact for this Project is Paul Vaught, III, P.E.

The LA DOTD will only consider questions regarding the RFP if submitted in writing by a Proposer on the Short-List. All such requests must be submitted in the Microsoft Word format shown on Form Q (*see* Appendix C – Proposal Forms to this ITP) to the LA DOTD's designated point of contact for this Project at I-10CalcasieuBridgeP3@la.gov. If a question has more than one subpart, each subpart must be submitted as a separate question.

All questions must be received by the LA DOTD at the Electronic-mail (E-mail) address specified in this Section 2.2.1 no later than the date specified in Section 1.8.1. Only written requests to the above addressee will be considered. No requests for additional information or clarification to any other LA DOTD office, consultant, or employee will be considered. All responses will be in writing and will be delivered without attribution to all Proposers, except that the LA DOTD intends to respond individually to those questions identified by a Proposer or deemed by the LA DOTD as containing confidential trade secret or proprietary information relating to a Proposer's Proposal or to a proposed ATC. Any questions containing confidential trade secret or proprietary information must be submitted on Form QC (*see* Appendix C – Proposal Forms). The LA DOTD reserves the right to disagree with a Proposer's assessment regarding confidentiality of information in the interest of maintaining a fair process or complying

with applicable law. Under such circumstances, the LA DOTD will inform the Proposer and provide the Proposer that submitted the question the opportunity to withdraw the question, rephrase the question, or have the question answered non-confidentially.

Submissions made by Proposers, including questions submitted on Form Q, confidential questions submitted on Form QC, ATCs (either Preliminary ATCs or formal ATCs), agendas and correspondence related to one-on-one meetings, and any other correspondence or documentation shall be submitted in separate E-mails to facilitate tracking submissions. For the avoidance of doubt and by way of example, if a Proposer intends to submit a Form Q, Form QC and Preliminary ATC on a given day, each submission shall be submitted in a separate E-mail. If a Proposer intends to include an “appendix” or “attachment” to its submission - for example, if a Proposer’s question submitted on Form Q requires additional information to be submitted as a separate attachment for reference – those documents may be submitted in a single E-mail.

In general, the LA DOTD will not consider any correspondence delivered in any other way except as specified above, except the LA DOTD may convene informational and/or one-on-one meetings with Proposers, as it deems necessary.

2.2.2 Proposer’s Designated Point of Contact

Each Proposer’s designated representative shall initially be the person identified in its SOQ as the single point of contact for the Proposer. If a Proposer changes its designated representative at any time, including subsequent to submission of its Proposal, the Proposer shall provide the LA DOTD with the name and address of such new designated representative. A Proposer’s failure to identify a designated representative in writing may result in the Proposer not receiving important communications from the LA DOTD. The LA DOTD is not responsible for any such failure.

2.2.3 Rules of Contact

The rules are designed to promote a fair, unbiased, legally defensible procurement process. The LA DOTD is the single source of information regarding the procurement. The following rules of contact will apply during procurement for the Project. Contact includes face-to-face, telephone, facsimile, E-mail, or formal written communications. Any contact determined to be improper, at the sole discretion of the LA DOTD, may result in disqualification.

The selection process began on January 4, 2020, with the publication of the NOI in the Advertisement, and is anticipated to be completed with the execution of the Comprehensive Agreement. These rules of contact are now in effect. The specific rules are as follows:

- A) A Proposer or any of its team members must not communicate with another Proposer or its team members with regard to the Project, this RFP or either Proposer’s Proposal, except that Subcontractors that are shared between two or more Proposers may communicate with their respective Proposer team members so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between Proposers. Contact among Proposer organizations is allowed during LA DOTD sponsored informational meetings;

- B) The Proposers shall correspond with the LA DOTD regarding this RFP only through the LA DOTD's and Proposer's designated representatives;
- C) The Proposers shall not contact any LA DOTD employees, including, department heads; members of the evaluation teams, PPP RFQ Evaluation Committee, P3 Proposals Evaluation Committee, or Financial Review Committee; and any official regarding the Project except through the process identified above. Contact between Proposer organizations and LA DOTD employees is allowed during LA DOTD sponsored informational meetings and one-on-one meetings;
- D) The Proposers shall not contact Stakeholder staff or any Stakeholder official regarding the Project or procurement unless during meetings scheduled by the LA DOTD for such purposes;
- E) The Proposers shall not contact the Build America Bureau regarding any questions or clarifications concerning a TIFIA Refinancing. Any such questions or clarifications are to be raised by Proposers to the LA DOTD during one-on-one meetings or via the written question and answer process under Section 2.3.3, and (as appropriate) may be communicated by the LA DOTD to the Build America Bureau;
- F) Any communications determined to be improper, at the sole discretion of the LA DOTD, may result in disqualification, at the sole discretion of the LA DOTD;
- G) Any official information regarding the Project will be disseminated from the LA DOTD's designated point of contact and E-mail address identified in Section 2.2.1; and
- H) The LA DOTD will not be responsible for any verbal exchange or any other information or exchange that occurs outside the official process specified herein.

2.2.4 Confidentiality of Written Communications

Each Proposer may password protect any written communications sent to the LA DOTD in accordance with Sections 1.8.2 and 2.2.1.

The LA DOTD will password protect any written communications sent directly to any Proposer, including, but not limited to, responses to confidential questions and ATC determinations.

If a Proposer intends to password protect its written communications sent to the LA DOTD, it shall submit such password to the LA DOTD prior to any subject written communications and shall utilize the same password for the duration of the procurement. In this event, the LA DOTD will utilize the same password for its written communications sent directly to the Proposer.

If a Proposer opts to not password protect its written communications, the LA DOTD will nonetheless password protect its written communications sent directly to the Proposer and will set a password for the subject written communications to be utilized by the LA DOTD for the duration of the procurement.

For the avoidance of doubt, documents posted to the Project site that are intended for the use of all Proposers will not be password protected.

2.3 ADDENDA AND RESPONSES TO QUESTIONS

2.3.1 Addenda

The LA DOTD reserves the right to issue Addenda relating to this RFP at any time during the period of the procurement. The LA DOTD is responsible for providing Addenda only to the Proposers on the Short-List. Persons or firms that obtain the RFP from sources other than the LA DOTD bear sole responsibility for obtaining any Addenda issued by the LA DOTD for the Project.

2.3.2 Correspondence and Information

The Proposer shall note that no correspondence or information from the LA DOTD or anyone representing the LA DOTD regarding the RFP or the Proposal process in general will have any effect unless it is in compliance with Section 2.2.1.

2.3.3 Responses to Questions

Each Proposer is responsible for reviewing the RFP prior to the dates specified for submission of questions relating to the RFP in Section 1.8.1 and for requesting interpretation of any discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer otherwise fails to understand. Any such question must be submitted in accordance with Section 2.2.1. The LA DOTD will provide written responses to questions received from Proposers as specified in this Section 2.3.3. Summaries of the questions and responses will be sent to all short-listed Proposers without attribution. The responses will not be considered part of the Contract Documents but shall not be relevant in interpreting the Contract Documents except and solely to the extent as they may clarify provisions otherwise considered ambiguous by the LA DOTD.

Each question shall be categorized as a Category 1, 2, or 3, as indicated on Form Q (Appendix C). “Category 1” means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Proposer from submitting a Proposal. “Category 2” means a major issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Proposer from submitting a Proposal. “Category 3” means an issue that is minor in nature, such as, a Clarification, a comment concerning a conflict between documents or within a document, or a typographical mistake.

After issuance of Addendum Number 6, each Proposer is limited to 25 questions related only to that addendum. After issuance of Addendum Number 7, and after issuance of each subsequent addendum to the Draft RFP, each Proposer is limited to 20 commercial questions and 30 technical questions related only to that addendum. After issuance of the final RFP, and after issuance of Addenda Numbers 8 through 13 to the final RFP, each Proposer is limited to 20 commercial questions and 30 technical questions related only to the final RFP or the addendum, as appropriate. After issuance of Addendum Number 14 to the final RFP, each Proposer is

limited to ten questions in total related only to the addendum. After issuance of Addenda Numbers 15 and 16 to the final RFP, each Proposer is limited to five questions in total related only to those addenda. If a question has more than one subpart, each subpart will be considered a separate question. After the date identified in Section 1.8.1 as the last day for Proposers to submit questions and comments on Addenda Numbers 15 and 16 to the final RFP, no additional Proposer questions related to the final RFP or any addenda thereto, including confidential questions, will be considered. No additional questions, confidential or otherwise, beyond the limitation set forth in this Section 2.3.3 will be considered.

2.3.4 Date for Issuance of Final Addendum and Responses to Questions

The LA DOTD does not anticipate issuing any Addenda and/or responses to questions related to the RFP later than the date specified in Section 1.8.1.

2.4 COMPLIANT PROPOSAL

The Proposer shall submit a Proposal, consisting of a Technical Proposal as well as a Financial Proposal, which provides all the information required by the ITP. The Proposer's Proposal may be rejected if the Proposal, or any portion thereof, does not fully comply with the instructions and rules contained in the ITP, including the appendices; provided that the rejection of the Proposal shall not, by itself, constitute a basis on which the LA DOTD may draw on the Proposer's Proposal Security.

Each Proposal, consisting of a Technical Proposal as well as a Financial Proposal, must be submitted in the official format that is specified by the LA DOTD.

Proposals may be considered non-responsive and may be rejected for any of the following reasons:

- A) If the Proposal is submitted in a format other than that furnished or specified by the LADOTD; if it is not properly signed; if the Form of Proposal (*see* Appendix C – Proposal Forms to this ITP) is altered except as contemplated herein; if any form included in Appendix C – Proposal Forms is altered to either add, delete, or change the form in any way (other than expanding forms in order to properly include all required information); or if any part of the required format is deleted from the Proposal package;
- B) If the Proposal or any portion thereof is illegible or contains any omission, erasures, alterations, or items not called for in the RFP or contains unauthorized additions, conditional Proposals, or alternate Proposals not approved through the formal ATC process, or other irregularities of any kind, and if the LA DOTD determines that such irregularities make the Proposal incomplete, indefinite, or ambiguous as to its meaning;
- C) If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into a Comprehensive Agreement following award;
- D) If the Proposer attempts to limit or modify the required form of any required surety bond, if the Proposal Security (*see* Appendix C – Proposal Forms, Forms I-

1 and I-2) is not provided, and/or if requested information deemed material by the LA DOTD is not provided;

- E) If the Proposer exceeds the maximum peak toll rate for the Auto-Local vehicle classification as identified in Appendix B – Financial Proposal Instructions, Section B6.2(B); and
- F) If for any other reason the LA DOTD determines the Proposal to be non-responsive to the express requirements of this ITP.

2.5 NON-PUBLIC PROCESS

The LA DOTD will maintain a confidential process for the duration of this procurement in accordance with Section 9.0 of the I-10 Calcasieu River Bridge Public-Private Partnership Procurement Guidelines.

The Proposer may be given access to records that are confidential under federal or state laws solely for the purpose of performing the required services under the Comprehensive Agreement. The Proposer shall be required to sign a nondisclosure statement prior to its receipt of such documents obligating each employee, agent, or Subcontractor of the Proposer not to make inappropriate use of or improperly disclose any of the contents of such documents.

Further, if the Proposer submits information in its Proposal that it wishes to protect from disclosure, the Proposer must do the following:

- A) Clearly mark all proprietary or trade secret information as such in its Proposal at the time the Proposal is submitted and include a cover sheet stating “DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION” and identifying each section and page which has been so marked;
- B) Include a statement with its Proposal justifying the Proposer’s determination that certain records are proprietary or trade secret information for each record so defined;
- C) Submit one full electronic copy of the Proposal that has all the proprietary or trade secret information deleted from the Proposal and label such copy of the Proposal “Public Copy” or certify in its cover letter that the Proposal contains no proprietary or trade secret information. The Public Copy of the Technical Proposal and Financial Proposal shall be submitted in searchable, read-only format. The files shall be labeled “I-10 Calcasieu River Bridge PPP Project Technical Proposal – Public Copy” and “I-10 Calcasieu River Bridge PPP Project Financial Proposal – Public Copy” and consecutively numbered; and
- D) Proposers and the LA DOTD agree that, except as otherwise explicitly stated elsewhere in this ITP, any records pertaining to this procurement will remain confidential until Comprehensive Agreement execution, unless such records are proprietary or trade secret information. Upon notice from the LA DOTD that a request for release of information has been received, the Proposer shall

immediately defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless the LA DOTD and the State of Louisiana and its agents and employees from any judgments awarded against the LA DOTD and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the LA DOTD's cancellation or termination of this procurement or award and subsequent execution of a Comprehensive Agreement. In submitting a Proposal, the Proposer agrees that this indemnification and duty to defend survives as long as the confidential business information is in possession of the State.

2.6 PROPOSAL STIPEND

By submitting a Proposal in response to the RFP and submitting an executed Payment for Work Product Agreement (*see* Appendix C – Proposal Forms, Form H – Form of Payment for Work Product Agreement), the Proposer acknowledges that the LA DOTD reserves the right to use any ideas, representations, or information contained in the Proposal in connection with any Comprehensive Agreement awarded for the Project or in connection with a subsequent procurement, except for any documents that are not owned by the LA DOTD under Section 1.3.9.

The stipend amount is \$2,750,000.00 and shall be paid to each fully responsive Proposer (as determined for both the Technical Proposal and Financial Proposal) not chosen as the successful Proposer, and to the successful Proposer to the extent that a Comprehensive Agreement is not executed in accordance with Section 5.11. In order to receive a stipend, the unsuccessful Proposer must receive a rating of pass on all pass/fail evaluation factors and an overall technical rating of “acceptable-” (acceptable minus) or higher for all qualitative evaluation factors and subfactors. Stipends will be issued after Commercial Close and in accordance with Form H – Payment for Work Product Agreement.

In the event that the procurement is cancelled after issuance of the final RFP but prior to the Proposal Due Date, Proposers will be provided the opportunity, at their option, of attending an interview and delivering to the LA DOTD the work product of their Proposal preparations to date, along with an executed Payment for Work Product Agreement. There is no specific format required for such work product. Those Proposers that choose to attend the interview and deliver their work product and executed Payment for Work Product Agreement may be paid \$1,375,000.00, at the LA DOTD's sole discretion, for the work product. No portion of the stipend amount will be paid in the event a Proposer chooses not to attend the interview or chooses not to deliver its work product or the executed Payment for Work Product Agreement.

2.7 SUBMISSION OF PROPOSALS

2.7.1 Submission of a Proposal

The Proposal must be submitted electronically in accordance with this ITP and the following requirements:

- A) The Technical Proposal, including the Executive Summary and the schematic level roll plot(s) required in Appendix A – Technical Proposal Instructions, Section A1.0, must be submitted in electronic format in a sealed container clearly marked as “Technical Proposal – I-10 Calcasieu River Bridge Public-Private Partnership Project.” (See Appendix A – Technical Proposal Instructions.) In addition, one hard copy of the of the schematic level roll plot(s) and “Design and Construction Concepts” volume of all drawings (as required in Appendix A – Technical Proposal Instructions, Section A1.0) shall be submitted in the same container as the Technical Proposal;
- B) The Financial Proposal must be submitted in electronic format in a sealed envelope clearly marked as “Financial Proposal – I-10 Calcasieu River Bridge Public-Private Partnership Project”;
- C) The Proposal, consisting of the Technical Proposal and Financial Proposal, must be delivered to the designated point of contact at the address identified in Section 2.7.1(E);
- D) The State Project Number H.003931 and Federal Project Number 010121 and the fact that this is a Proposal (either Technical Proposal or Financial Proposal) for the I-10 Calcasieu River Bridge Public-Private Partnership Project and the name and address of the Proposer must be marked on the respective envelopes for the Technical Proposal and Financial Proposal;
- E) The Technical Proposal, including the hard copy of the schematic level roll plot(s) (as required in Appendix A – Technical Proposal Instructions, Section A1.0), and the Financial Proposal shall be submitted to the following address:

Louisiana Department of Transportation and Development
Attention: Peggy Jo Paine, P.E.
Critical Projects Division Administrator

Courier
Room 302-AA
1201 Capitol Access Road
Baton Rouge, LA 70802-4438

Mail
P.O. Box 94245
Baton Rouge, LA
70802-9245

- F) The Technical Proposal, including the hard copy of the schematic level roll plot(s) (as required in Appendix A – Technical Proposal Instructions, Section A1.0), and Financial Proposal must be received by such designated point of contact no later than the time specified in Section 1.8.2; and

- G) When sent by United States Postal Services (USPS) or private carrier (i.e., FedEx, DHL, or UPS), the sealed containers/envelopes must be sent in accordance with this ITP to the LA DOTD at the address of and in care of the designated point of contact. Alternatively, a Proposal may be hand-delivered by the Proposer prior to the specified time on the Proposal due date to the designated point of contact at the address identified in Section 2.7.1(E).

2.7.2 Modifications to a Proposal

A Proposer may modify its Proposal (the Technical Proposal and/or Financial Proposal) in writing prior to the time and to the designated point of contact specified in Section 1.8.2 of the ITP on the Proposal Due Date identified in Section 1.8.1. The modification must conform in all respects to the requirements for submission of a Proposal. Modifications must be clearly delineated as such in the subject line of the E-mail to prevent confusion with the original Proposal and must specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they must be sequentially numbered so the LA DOTD can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages, or complete forms as described in Appendix A – Technical Proposal Instructions and Appendix B – Financial Proposal Instructions of this ITP. Line item changes will not be accepted. Multiple or alternate Proposals may not be submitted except to modify a Proposal as set forth in accordance with this Section 2.7.2.

2.7.3 Withdrawal of a Proposal

A Proposer may withdraw its Proposal, consisting of a Technical Proposal as well as a Financial Proposal, only by a written and signed request that is received by the LA DOTD prior to the Proposal Due Date identified in Section 1.8.1 and prior to the time and to the designated point of contact specified in Section 1.8.2. If a Proposer withdraws any portion of its Proposal, consisting of a Technical Proposal as well as a Financial Proposal, then it will be deemed to have withdrawn its Proposal in its entirety.

Following withdrawal of its Proposal, the Proposer may submit a new Proposal, provided that it is received prior to the date and time designated in Section 1.8.1 as the Proposal Due Date and submitted in accordance with the requirements of this ITP. The Proposer agrees that its Proposal will remain valid for 180 calendar days following the Proposal Due Date identified in Section 1.8.1. In the event a Proposer withdraws all or any part of its Proposal within 180 calendar days following the Proposal Due Date identified in Section 1.8.1 without written consent of the LA DOTD, the Proposer shall forfeit its Proposal Bond.

2.7.4 Late Proposals

The LA DOTD will not consider any late Proposals received after the date and time specified in Sections 1.8.1 and 1.8.2.

2.8 EXAMINATION OF THE REQUEST FOR PROPOSALS AND WORK SITE

The Proposer shall carefully examine the site of the proposed Work, including material pits and haul roads, and the complete RFP, including Reference Documents, before submitting a Proposal.

The submission of a Proposal will be considered prima facie evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Comprehensive Agreement without prejudice to any of its rights under the Comprehensive Agreement. The Proposer must so certify on the Form of Proposal (*see* Appendix C – Proposal Forms) in order for the Proposal to be valid.

2.9 BENCHMARK RATES AND CREDIT SPREADS

2.9.1 Benchmark Rates Risk Protection

The LA DOTD will provide the Developer certain interest rate protection as set forth in the Comprehensive Agreement. The LA DOTD will bear the risk of increases, and have the benefit of decreases, in Benchmark Rates applicable to the Developer Debt as described in Comprehensive Agreement Exhibit P. The LA DOTD's assumption of such risk will be based on the movement, if any, in the Benchmark Rates during the Interest Rate Protection Period for the specific types of financing included in a Proposer's Financial Proposal.

In order to be eligible for interest rate protection with respect to Benchmark Rates, the Proposer must submit its selected Benchmark Rates underlying the proposed Developer Debt in its Financial Proposal and Initial Base Case Financial Model, and as referenced in its Lender Support Letter(s), in accordance with Form FP-6 - Benchmark Rates and Investment Contract Rates in Excel format (the "Benchmark Rate Submittal") to the LA DOTD for approval by 9:00 a.m. (Central) on the Interest Rate Protection Start Date set forth in Section 1.8.1. The Benchmark Rate Submittal must be E-mailed to the LA DOTD's designated point of contact in accordance with Section 2.2.1.

The Benchmark Rate Submittal must be supported by a screenshot or other independently verifiable source documenting the Benchmark Rates as of market close the day prior to the Interest Rate Protection Start Date. The Benchmark Rates must be independently verifiable by the LA DOTD using Bloomberg U.S.-based screens, The Municipal Market Monitor (TM3), or another independently verifiable source acceptable to LA DOTD, as appropriate. Proposers who opt to include US Treasury rates in their Benchmark Rate Submittal should use the U.S. Department of Treasury website linked here as the verification source.

To the extent that a hedged bank facility is anticipated to be included in a Proposers' Financing Plan, Proposers shall:

- A) Provide a short narrative describing the hedging approach to be utilized and outline the intermediate steps needed to determine, and provide sufficient detail to reproduce, the rates contained in the Benchmark Rate submittal;
- B) Provide supporting excel spreadsheets with all estimated notional cashflows and other detailed assumptions; and

- C) Provide Bloomberg screenshots of the swap manager pricing screen and screenshots of the full curve of the underlying Benchmark Rates used to derive the rates contained in the Benchmark Rate Submittal.

Not later than 3:00 p.m. (Central) on the fifth Business Day after the Interest Rate Protection Start Date, the LA DOTD will approve the Benchmark Rates to be used in the Proposer's Financial Proposal.

The LA DOTD may request clarification of or revision to any information in a Benchmark Rate Submittal. In any such event, the LA DOTD may extend the date by which it must approve the Benchmark Rate Submittal or revised Benchmark Rate Submittal, as applicable, while it addresses the clarification or issue with the Proposer and, assuming and following the resolution thereof, the approved Benchmark Rates may be included in the Financial Proposal; provided that the delay in approval shall not affect the date on which the interest rate protection periods commence (i.e., the Interest Rate Protection Start Date). Not later than 3:00 p.m. (Central) on the fifth Business Day after the LA DOTD confirms that the Developer has sufficiently addressed the clarification, the LA DOTD will approve the Benchmark Rates to be used in the Proposer's Financial Proposal.

2.9.2 Credit Spread Fluctuation Risk Sharing

For any Proposer that incorporates Bonds (excluding privately placed bonds) without committed credit spreads in its Financial Proposal, the LA DOTD will share with the Developer a portion of the credit spread fluctuation risk applicable to such Bonds in the period between (A) the Interest Rate Protection Start Date and (B) the Pricing Date. Comprehensive Agreement Exhibit P sets forth the mechanics for the credit spread risk sharing adjustments.

The LA DOTD will not provide credit spread risk sharing with respect to Private Placements (except offerings under Rule 144A and Regulation S of the Securities Act of 1933), or for Bank Debt or other debt facilities for which committed credit spreads or margins are available.

Credit spread risk mitigation is available to all Proposers but not required to be utilized. A Proposer not seeking credit spread risk mitigation from the LA DOTD must clearly indicate its decision to not seek credit spread risk mitigation in its cover letter and may include any credit spread assumptions it elects to use in its Financial Proposal.

In order to be eligible for credit spread risk mitigation a proposer must submit to the LA DOTD on completed Form FP-7 - Credit Spread Submittals, in Excel format, indicative credit spreads for the maturities and assumed ratings for any Bond financing(s) that Proposer will propose in its Financial Proposal (the "Credit Spread Submittal"), by 9:00 a.m. (Central) on the Interest Rate Protection Start Date. Proposers shall attach to the Credit Spread Submittal any information regarding comparable Bonds and/or other supporting data that the Proposer considers relevant in supporting the credit spreads proposed. The LA DOTD may seek to discuss the credit spreads with Proposers and their underwriters as necessary.

No later than 3:00 p.m. (Central) on the fifth Business Day after the LA DOTD has received the Credit Spread Submittals, the LA DOTD will issue to Proposers a common set of credit spreads assuming a single coupon structure (in the format of Form FP-8 - Baseline Credit Spreads for the

range of maturities, ratings, and types of Bonds that will serve as the basis for the credit spread risk mitigation (the “Baseline Credit Spreads”). The LA DOTD will develop the Baseline Credit Spreads using the Proposers’ Credit Spread Submittals, independent market data, and comparable Bond pricings analysis, as well as coupon and term structure information. All Proposers that wish to be eligible for credit spread risk mitigation will be required to use the Baseline Credit Spreads in their Initial Base Case Financial Model and Financial Proposal.

With respect to Benchmark Rates and credit spreads, Proposers should assume maturities as measured from the anticipated Financial Close date in accordance with Section 1.8, and not from the Interest Rate Protection Start Date or Proposal Due Date.

2.9.3 Investment Contract Rates Risk Protection

Proposers must opt into both Benchmark Rates Risk Protection and Investment Contract Rates Risk Protect or choose not to utilize either protection.

The LA DOTD will bear the risk of decreases, and have the benefit of increases, in Investment Contract Rate(s) as described in the Comprehensive Agreement Exhibit P. The LA DOTD’s assumption of such risk will be based on the movement, if any, in the Investment Contract Rate(s) associated with the investment of a construction account funded with bond proceeds at Financial Close, during the Interest Rate Protection Period, or an earlier date on which the rates associated with the guaranteed investment contract or similar investment agreement are locked. Investment Contract Rate(s) protection is not applicable to any other type of account or funding source.

In order to be eligible for interest rate protection with respect to Investment Contract Rate(s), the Proposer must submit its indicative Investment Contract Rate and utilize such rate in its Financial Proposal and Initial Base Case Financial Model. The submission shall be in accordance with Form FP-6 - Benchmark Rates and Investment Contract Rates in Excel format (the “Benchmark Rate Submittal”) to the LA DOTD for approval by 9:00 a.m. (Central) on the Interest Rate Protection Start Date set forth in Section 1.8.1. The Benchmark Rate Submittal must be E-mailed to the LA DOTD’s designated point of contact in accordance with Section 2.2.1.

Not later than 3:00 p.m. (Central) on the fifth Business Day after the Interest Rate Protection Start Date, the LA DOTD will issue to Proposers, along with Form FP-8 - Baseline Credit Spreads, a common Investment Contract Rate which must be used in the Proposer’s Financial Proposal and Initial Base Case Financial Model.

2.9.4 Dry Run of Interest Rate Submittal and Credit Spread Submittal

The LA DOTD intends to conduct one or more dry runs of the Interest Rate Submittal and Credit Spread Submittal processes outlined in Sections 2.9.1 (Benchmark Rates Risk Protection) and Section 2.9.2 (Credit Spread Risk Mitigation) solely to confirm a mutual understanding with Proposers of these processes. The dry run processes will take place as follows:

- A) No later than 9:00 a.m. (Central) on the date(s) notified to Proposers by the LA DOTD, Proposers shall submit Form FP-6 - Benchmark Rates and Investment

Contract Rates and Form FP-7 - Credit Spread Submittals to the LA DOTD in accordance with Section 1.8 (Proposal Schedule), including all information required in Section 2.9.1 (Benchmark Rates Risk Protection) and Section 2.9.2 (Credit Spread Fluctuation Risk Sharing).

- B) No later than 3:00 p.m. (Central) on the fifth Business Day following the submission described in clause (a), above, the LA DOTD will issue to all Proposers an illustrative, common set of credit spreads assuming a single coupon structure (in the format of Form FP-8 - Baseline Credit Spreads).
- C) The LA DOTD does not intend to approve Proposer's Benchmark Rates provided during the dry run; however, it may provide feedback or seek clarification. Furthermore, the LA DOTD will not be bound in any way by the release of illustrative credit spreads during this process and confirms that the illustrative credit spreads issued will not form part of the Credit Spread Fluctuation Risk Sharing process set forth in Section 2.9.2 (Credit Spread Fluctuation Risk Sharing), Section 7.03 of the Comprehensive Agreement, and Exhibit P of the Comprehensive Agreement.

3.0 PROPOSAL REQUIREMENTS

3.1 LICENSING REQUIREMENTS

Proposers shall be licensed as required by applicable federal and state laws, rules, and regulations. Evidence of proper licensing shall be required to be provided no later than prior to award of the Comprehensive Agreement to the apparently successful Proposer.

3.2 CURRENCY

Information in the Financial Proposal must be in United States (US) dollars currency only.

3.3 PROPOSAL SECURITY

3.3.1 Requirements

Proposal Security (*see* Appendix C – Proposal Forms, Forms I-1 and I-2) in the total amount of \$10,000,000.00 must accompany the Technical Proposal that is submitted for the Project. This Proposal Security requirement may be fulfilled by submission of either more than one Proposal Bond (in the form required in Form I-1) or more than one Proposal Letter of Credit (in the form required in Form I-2). In no event shall a Proposer submit Proposal Bonds for a portion of the Proposal Security and Proposal Letters of Credit as a portion of the Proposal Security together.

3.3.2 Surety Requirements

Any Proposal Bond (*see* Appendix C – Proposal Forms, Form I-1) provided pursuant to this Section 3.3 must be issued by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide.

3.3.3 Rights Reserved

Each Proposer understands and agrees, by submitting its Proposal, that the LA DOTD reserves the right to reject any and all Proposals, or part of any Proposal, and that the Proposal may not be withdrawn for a period of 180 calendar days subsequent to the Proposal Due Date identified in Section 1.8.1 without written consent of the LA DOTD, unless notified by the LA DOTD of the following:

- A) No Comprehensive Agreement for the Project will be awarded by the LA DOTD pursuant to this RFP; or
- B) The LA DOTD has executed the Comprehensive Agreement with another Proposer.

Each Proposer further understands and agrees that if it should withdraw any part or all of its Proposal within 180 calendar days after the Proposal Due Date identified in Section 1.8.1 without the consent of the LA DOTD (unless notified of the circumstances set forth in Section 3.3.3(A) and (B)); should refuse or be unable to enter into the Comprehensive Agreement in the

form set forth in this RFP in accordance with Section 5.11 or fail to satisfy any condition precedent to final award or the LA DOTD's execution and delivery of the Comprehensive Agreement that the Proposer is required to satisfy pursuant to Sections 5.12 through 5.13; should refuse or be unable to furnish adequate and acceptable performance and payment bonds in accordance with Section 16.07 of the Comprehensive Agreement; should refuse or be unable to furnish adequate and acceptable insurance as required in accordance with Section 16.01 of the Comprehensive Agreement; or should refuse or be unable to furnish the information required to be provided to the LA DOTD by this RFP after submission of the Proposal, it shall, at the election of the LA DOTD, in its sole discretion, forfeit its Proposal Security (*see* Appendix C – Proposal Forms, Forms I-1 and I-2).

The Proposer understands that any material alteration of documents specified in this Section 3.3 or any of the material contained on the Proposal Security (*see* Appendix C – Proposal Forms, Forms I-1 and I-2), other than that requested, will render the Proposal non-responsive and non-compliant.

3.4 SIGNATURES REQUIRED

The Form of Proposal (*see* Appendix C- Proposal Forms) and the Financial Proposal Cover Sheet (Form FP, Appendix C – Proposal Forms) must be signed by all parties or Person(s) constituting the Proposer (i.e., by authorized representatives of all JV or LLC members or general partners if the Proposer is a JV, LLC, or partnership and if that JV, LLC, or partnership has been specifically created for the purposes of proposing on this Project). If any signatures are provided pursuant to a power of attorney, the original or a certified copy of the power of attorney (stamped as such) must be provided, together with evidence of authorization.

3.5 NUMBERS OF DOCUMENTS

3.5.1 Executive Summary

The electronic copy of the Executive Summary must be submitted in searchable, read-only format.

3.5.2 Technical Proposal

The electronic copy of the Technical Proposal must be provided in searchable, read-only format. Each section, as designated in Section A1.0 of Appendix A – Technical Proposal Instructions shall be a separate file and labeled as identified in Section A1.0(A) through (E) of Appendix A – Technical Proposal Instructions. In addition, one hard copy of the schematic level roll plot(s) (as required in Appendix A – Technical Proposal Instructions, Section A1.0) shall be submitted with the Technical Proposal.

3.5.3 Financial Proposal

The electronic copy of the Financial Proposal must be provided in searchable, read-only format. Each section, as designated in Section B1.0 of Appendix B – Financial Proposal Instructions shall be a separate file and labeled as identified in Section B1.0(A) through (E) of Appendix B – Financial Proposal Instructions.

The Financial Model requested under Appendix B – Financial Proposal Instructions, Section B5.0, shall also be submitted in Microsoft Excel, compatible with Windows 2010 or later. The file name of the Financial Model shall clearly identify the Financial Model version and shall change with each successive version of the Financial Model issued. Where additional Financial Models based on the same version are issued (i.e., where the additional Financial Model is generated by changing input cells only) the file name shall reflect that the same version is being used.

No password protection may be included in a Financial Model (including password protected macros or hidden rows, columns, cells, or sheets).

3.6 COST OF PREPARING PROPOSAL

The cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process by the Proposer, including costs incurred for any informational or one-on-one meetings or oral presentations, must be borne by the Proposer.

3.7 OBLIGATION TO AWARD

The LA DOTD is under no obligation to award the Comprehensive Agreement to the apparent successful Proposer or to award the Comprehensive Agreement at all.

3.8 ESCROWED PROPOSAL DOCUMENTS

3.8.1 Scope

All Proposers shall submit one legible electronic copy of all documentary information including, but not limited to, electronic files generated in preparation of its Financial Proposal, including the Financial Model, Design-Build Price (the “DB Price”) as shown on Appendix C, Form FP-5, and cost assumptions for Routine Maintenance and Renewal Work for this Project. This material is hereinafter referred to as “Escrowed Proposal Documents.” The term “Escrowed Proposal Documents” means (A) the components of, and formulae for, the Initial Base Case Financial Model and the Base Case Financial Model, including, without limitation, forecast revenue and expected non-financial costs of the Project during the Term included in the Initial Base Case Financial Model and the Base Case Financial Model, (B) all cost estimates, man hour calculations, wage rate calculations, escalation forecasts, subcontract or equipment/material supply quotes, writings, working papers, charts, and all other data compilations which contain or reflect information, data, and calculations used by a Proposer in preparation of its DB Price for this Project, and (C) all cost estimates, writings, working papers, charts, and all other data compilations which contain or reflect information, data, and calculations used by a Proposer in preparation of its assumptions related to the costs of Routine Maintenance and Renewal Work during the Operating Period. At a minimum, the LA DOTD expects Proposers to include a clearly organized, labeled set of information that provides supporting data and pricing back-up for the Initial Base Case Financial Model, the entire DB Price, and assumptions related to Routine Maintenance and Renewal Work – organized in a logical way across design and other professional services costs, direct construction and maintenance costs (including, labor, materials, equipment, subcontracts), and indirect construction and maintenance costs (including, staffing/supervision, bonds/insurances, contingencies, and profit margins).

The term “Escrowed Proposal Documents” also includes any manuals that are standard to the industry used by a Proposer in preparation of its Proposal. Such manuals may be included in the Escrowed Proposal Documents by reference. Such reference shall include the name and date of the publication and the publisher. The term does not include documents provided by the LA DOTD for use by a Proposer in its Proposal for this Project.

The purpose of Escrowed Proposal Documents is to preserve the Proposal documents of the Developer for use by the parties in any claims, Change Orders, or litigation between the LA DOTD and the Developer arising out of the Comprehensive Agreement. This Escrowed Proposal Documents procedure is intended to create a spirit of cooperation in an atmosphere of honesty between the LA DOTD and the Developer. Escrowed Proposal Documents will not be used for pre-award evaluation of the Proposer’s anticipated methods of construction or to assess Proposer’s qualifications for performing the Work.

The Proposer may submit Escrowed Proposal Documents in its usual cost estimation format, provided that all information is clearly organized and presented, well-labeled, and ascertainable. It is not the intention of this Section 3.8 to cause the Proposer extra work during the preparation of the Proposal, but to ensure that the Escrowed Proposal Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrowed Proposal Documents shall be in English.

At the time of submission, a Proposer shall certify that the Escrowed Proposal Documents constitute all of the information used in preparation of its Financial Proposal, including the Initial Base Case Financial Model, DB Price, and assumptions related to Routine Maintenance and Renewal Work. The Proposer also agrees that nothing in the Escrowed Proposal Documents shall change or modify the terms or conditions of the Contract Documents. In the event the Proposer omits information used to develop its Financial Model or estimate its DB Price or costs of Routine Maintenance or Renewal Work, then the Proposer shall forfeit the ability, in connection with any claim, Change Order, or litigation, to prove what it carried in its Proposal for the information was omitted. For example, if the Proposer has a claim for labor or material escalation and it omits from the Escrowed Proposal Documents the escalation forecasts on which it based its DB Price or the supplier quotes it received for the labor or materials for which escalation is claimed, then the Proposer will be precluded from presenting evidence of what it actually carried in its Proposal.

3.8.2 Submittal of Escrowed Proposal Documents

The Escrowed Proposal Documents are to be submitted to the following Escrow Agent:

ATTN: Elizabeth Zeigler
Senior Vice President and Trust Officer
Hancock Whitney Bank
445 North Blvd., Suite 201
Baton Rouge, LA 70802

The Proposer will be required to execute an escrow agreement with the LA DOTD and the Escrow Agent in the form attached as Appendix C, Form K (the “Escrow Agreement”). The Proposer shall submit an Escrow Agreement signed by the Proposer with its Technical Proposal.

The Proposer shall submit to the Escrow Agent one legible electronic copy of the Escrowed Proposal Documents in a sealed container acceptable to the Escrow Agent, no later than ten Business Days after the Proposal due date identified in Section 1.8.1. Twenty-four-hour advance notice to the Escrow Agent is required prior to submitting the Escrowed Proposal Documents. The container shall be clearly marked “[Proposer Name]: Escrowed Proposal Documents for Calcasieu River Bridge Public-Private Partnership Project” and shall also show on the face of the container the date of submittal of the Escrow Proposal Documents to the Escrow Agent and State Project Number H.003931. Adequacy of a Proposer’s compliance with the provisions of this Section 3.8 is within the discretion of the LA DOTD.

The Escrowed Proposal Documents shall be accompanied by a Proposal Documentation Certification in the form attached as Attachment C, Form K-1, signed by an individual authorized by the Proposer to execute the Proposal, stating that the material in the Escrowed Proposal Documents constitutes all of the documentary information used in preparation of the Proposal and that the Proposer has personally examined the contents of the Escrowed Proposal Documents and has found that the documents are complete and meet the requirements of this Section 3.8.

The Proposer shall obtain a Proposal Documentation Delivery Certification from the Escrow Agent in the form attached as Attachment C, Form K-2.

The Proposer shall deliver both the Proposal Documentation Certification and the Proposal Documentation Delivery Certification to the LA DOTD at the E-mail address identified in Section 1.8.2 no later than 11 Business Days after the Proposal Due Date identified in Section 1.8.1. Failure to deliver the certifications within the required time may cause the Proposal to be non-compliant.

3.8.3 Ownership

The Escrowed Proposal Documents are, and shall always remain, the property of the Proposer, subject to joint review by the LA DOTD and the Proposer as provided herein. The Escrowed Proposal Documents shall be considered confidential proprietary and/or trade secret information belonging to the Proposer.

The LA DOTD stipulates and expressly acknowledges that the Escrowed Proposal Documents, as defined herein, constitute trade secrets. This acknowledgement is based on the LA DOTD’s express understanding that the information contained in the Escrowed Proposal Documents is not known outside Proposer’s business, is known only to a limited extent and only to a limited number of employees of the Proposer, is safeguarded while in the Proposer’s possession, is extremely valuable to the Proposer, and could be extremely valuable to the Proposer’s competitors. The LA DOTD acknowledges that the Proposer expended substantial sums of money in developing the information included in the Escrowed Proposal Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. The LA DOTD further acknowledges that the Escrowed Proposal Documents include a compilation of information used in the Proposer’s business, intended to give the Proposer an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The LA DOTD further agrees to safeguard the Escrowed Proposal

Documents, and all information contained therein, against disclosure to the fullest extent permitted by law.

3.8.4 Payment

There will be no separate payment for compilation of the data, container, or cost of verification of the Escrowed Proposal Documents.

3.8.5 Storage

The Escrowed Proposal Documents of the unsuccessful Proposers may be retrieved by the unsuccessful Proposers after the Commercial Close date. The Escrowed Proposal Documents of the Developer shall be retained in escrow for the Term of the Comprehensive Agreement with the Escrow Agent. The cost of storage will be shared between the LA DOTD and the Developer.

3.8.6 Examination

The Escrowed Proposal Documents shall be examined by the duly designated representatives of both the LA DOTD and the Developer, at any time deemed necessary by the LA DOTD and/or the Developer; provided, however, that the Escrowed Proposal Documents may only be examined for the purpose of determining the costs carried in the Developer's Proposal for those specific items of work that are the subject of negotiation of price adjustments and Change Orders or the settlement of disputes and claims. No other documents may be examined. The LA DOTD may delegate review of relevant Escrowed Proposal Documents to members of its construction management staff and/or consultants.

Examination of the Escrowed Proposal Documents is subject to the following conditions:

- A) As trade secrets, the Escrowed Proposal Documents are proprietary and confidential to the extent provided by law.
- B) Access to the Escrowed Proposal Documents may take place only in the presence of duly designated representatives of both the LA DOTD and the Developer. The LA DOTD and the Developer shall provide written direction signed by the LA DOTD and the Developer to the Escrow Agent directing that the Escrowed Proposal Documents be made available for such joint examination. The LA DOTD or the Developer shall give at least five Business Days written notice to the other's project manager of its request to examine the Escrowed Proposal Documents. Unreasonable refusal by the Developer to be present or to cooperate in any way in the review of the documents after the provision of the written notice by the LA DOTD may serve as the basis for the LA DOTD to reject the subject claim.

The LA DOTD agrees to notify the Developer of its receipt of any request made pursuant to the Louisiana Public Records Act (Louisiana R.S. 44:1 *et seq.*) to inspect or examine any material contained in the Escrowed Proposal Documents.

3.8.7 Final Disposition

The Escrowed Proposal Documents may be retrieved by each Proposer from the Escrow Agent if the LA DOTD informs the Escrow Agent in writing that the LA DOTD does not intend to execute the Comprehensive Agreement with any Proposer. The Escrowed Proposal Documents may be retrieved by the unsuccessful Proposers from the Escrow Agent after the LA DOTD informs the Escrow Agent in writing that it has executed the Comprehensive Agreement with the Developer. The Escrowed Proposal Documents will be promptly released to the Developer by the Escrow Agent when all of the following have occurred: all disputes regarding the Comprehensive Agreement have been settled, the performance of the Comprehensive Agreement is complete, any final payment has been made and accepted, and the LA DOTD and the Developer have provided joint written confirmation to the Escrow Agent to allow the Escrow Agent to release the Escrowed Proposal Documents.

4.0 PRE-PROPOSAL MEETINGS AND SUBMITTALS

The LA DOTD reserves the right to hold either joint informational meetings or individual one-on-one meetings with all Proposers at any time prior to the Proposal Due Date identified in Section 1.8.1. In addition, the LA DOTD reserves the right to receive and consider ATCs at any time prior to the date identified in Section 1.8.1 as the final date to receive ATCs.

4.1 MEETINGS

4.1.1 Joint Informational Meetings

The LA DOTD may hold joint informational meetings with all Proposers at any time prior to the Proposal Due Date identified in Section 1.8.1. If the LA DOTD determines that a joint informational meeting is in the best interest of this procurement, an invitation to the joint informational meeting will be sent to each Proposer on the Short-List identifying the specifics of the time, date, and location; attendees; anticipated agenda; and whether or not attendance at the joint informational meeting is mandatory.

4.2 ONE-ON-ONE MEETINGS

The LA DOTD may hold one-on-one meetings with individual Proposers at any time prior to the Proposal Due Date specified in Section 1.8.1. If one-on-one meetings are offered to one or more Proposers on the Short-List, they will be offered to all Proposers on the Short-List.

If the LA DOTD determines that one-on-one meetings are in the best interest of this procurement, an invitation to a one-on-one meeting will be sent to each Proposer on the Short-List identifying the specifics of the time, date, and location; attendees; whether or not attendance at the one-on-one meetings is mandatory; and the deadline for each Proposer to submit its proposed agenda items for the one-on-one meeting.

Attendance at one-on-one meetings constitutes the Proposer's waiver of protest rights related to these meetings. Further, each Proposer, by submittal of its Proposal, acknowledges the opportunity to attend the one-on-one meetings, if offered, and waives any right to challenge this procurement based on its failure to attend any one-on-one meetings.

Any information and documents necessary for the preparation of Proposals that are disclosed by the LA DOTD during the course of a one-on-one meeting will be made available to all Proposers as soon as practicable, provided that the LA DOTD will not disclose such information if doing so would reveal a Proposer's confidential business strategy or trade secret or proprietary information not otherwise permitted to be disclosed pursuant to this ITP. All Proposers and the LA DOTD agree that any other communications exchanged during the course of a one-on-one meeting will remain confidential until execution of the Comprehensive Agreement, unless records are exchanged that are proprietary or trade secret information. Should the LA DOTD receive a request for the release of information disclosed during the course of a one-on-one meeting and prior to execution of the Comprehensive Agreement, the Proposer whose information is requested will defend and hold harmless the LA DOTD as set forth in Section 2.5(D).

Prior to commencement of the first round of one-on-one meetings, each Proposer shall deliver an executed original copy of Form O (*see* Appendix C – Proposal Forms).

4.3 ALTERNATIVE TECHNICAL CONCEPT SUBMITTALS

4.3.1 Alternative Technical Concepts

Sections 4.3.1 through 4.3.6 set forth a process for pre-Proposal review of ATCs conflicting with the requirements for design, construction, operation, or maintenance of the Project, or otherwise requiring a modification of the Technical Provisions. This process is intended to allow Proposers to incorporate innovation and creativity into the Proposals, in turn allowing the LA DOTD to consider Proposer ATCs in making the selection decision, to avoid delays and potential conflicts in the design associated with deferring of reviews of ATCs to the post-award period, and, ultimately, to obtain the most advantageous Proposal for the public.

Alternative Technical Concepts eligible for consideration hereunder are limited to those deviations from the requirements of the Technical Provisions that result in performance and quality of the end product that is equal to or better than the performance and quality of the end product absent the deviation, as determined by the LA DOTD in its sole discretion. A concept is not eligible for consideration as an ATC if, in the LA DOTD's sole judgment, it is premised upon or would require any of the following:

- A) A reduction in Project scope, performance, or reliability (a reduction in Project scope would include any change that meaningfully and adversely affects traffic mobility or would cause all or a portion of the facility to not meet requirements for the Residual Life at Handback, as specified in Exhibit 23-1 of the Technical Provisions);
- B) The addition of a separate project to the Comprehensive Agreement (such as expansion of the scope of the Project to include additional roadways);
- C) An increase in the amount of time required for Service Commencement of the Project; or
- D) A change in commercial or financial terms.

Any ATC that has been pre-approved may be included in the Proposal, subject to the conditions set forth herein.

4.3.2 Preliminary ATC Process

Proposers are provided an opportunity to propose confidential ATCs preliminarily to the LA DOTD for early consideration and review prior to a formal ATC as further defined in Section 4.3.3 ("Preliminary ATCs").

If a Proposer is unsure whether a concept is consistent with the requirements of the RFP or if that concept would be considered an ATC by the LA DOTD, the LA DOTD recommends that the Proposer submit such concept as a Preliminary ATC.

Formal ATCs are not limited to the concepts presented as Preliminary ATCs. Proposers submitting such concepts directly as a formal ATC are subject to the LA DOTD's determination of acceptance without advance feedback.

4.3.2.1. Preliminary ATC Requirements

A Proposer may submit Preliminary ATCs for review to the LA DOTD at the E-mail address specified in Section 1.8.2.

If a Proposer submits a Preliminary ATC, it is the Proposer's responsibility to ensure adequate time is provided to meet the schedule deadline for receipt of the Proposer's ATC identified in Section 1.8.1. All Preliminary ATCs shall be submitted electronically, in writing, with a cover sheet identifying the Proposer and stating "I-10 Calcasieu River Bridge Public-Private Partnership Project - Confidential Preliminary ATC." The Proposer shall clearly identify the submittal, including the file name, as a request for review of a Preliminary ATC under this ITP. If the Proposer does not clearly designate its submittal as a Preliminary ATC, the submission will not be treated as a Preliminary ATC by the LA DOTD.

The Preliminary ATC submittal requirements include the following for each Preliminary ATC:

- A) A sequential Preliminary ATC number identifying the Proposer and the Preliminary ATC number (multi-part or multi-option Preliminary ATCs must be submitted as separate individual Preliminary ATCs with unique sequential numbers);
- B) A general description (not to exceed two pages) of the proposed ATC, how the ATC will be used on the Project, the proposed location of the ATC, and any other pertinent information that would provide a clear understanding of the potential ATC; and
- C) References to requirements of the Contract Documents that are inconsistent with the proposed ATC and an explanation of the nature of the deviations from said requirements.

Preliminary ATC submittals shall not constitute a formal ATC, and a Proposer that wishes to utilize an ATC must make a formal ATC submittal pursuant to Section 4.3.3.

4.3.2.2. Initial Determination by the LA DOTD

Within ten Business Days after the receipt of a Preliminary ATC, the LA DOTD will make one of the following determinations with respect to each submitted Preliminary ATC and will notify the Proposer that:

- A) The Preliminary ATC can be formally submitted for LA DOTD review as an ATC, subject to further refinement and submission of supporting information pursuant to Section 4.3.3; or
- B) The Preliminary ATC is not suitable for formal submission as an ATC with an appropriate explanation.

4.3.3 Pre-Proposal Submission of Alternative Technical Concepts

A Proposer may submit ATCs for review to the LA DOTD at the E-mail address specified in Section 1.8.2, until the applicable last date and time for submittal of ATCs identified in Section 1.8.1. All ATCs shall be submitted electronically, in writing, with a cover sheet identifying the Proposer and stating “I-10 Calcasieu River Bridge Public-Private Partnership Project - Confidential ATC.” The Proposer shall clearly identify the submittal as a request for review of an ATC under this ITP. If the Proposer does not clearly designate its submittal as an ATC, the submission will not be treated as an ATC by the LA DOTD.

Pre-Proposal ATC submissions must include the following:

- A) A sequential ATC number identifying the Proposer and the ATC number (multi-part or multi-option ATCs must be submitted as separate individual ATCs with unique sequential numbers);
- B) A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including a traffic operational analysis, if appropriate;
- C) The locations where, and an explanation of how, the ATC will be used on the Project;
- D) Any changes in operations requirements associated with the ATC, including ease of operations;
- E) Any changes in roadway requirements, including traffic maintenance, associated with the ATC;
- F) Any changes in Routine Maintenance or Renewal Work requirements on the new toll bridge facility, including ease of maintenance;
- G) Any changes in Handback Requirements associated with the ATC;
- H) Any changes in the anticipated life of the item(s) comprising the ATC;
- I) Any reduction in the time period necessary to design and construct the Project resulting from implementing the ATC, including, as appropriate, a description of method and commitments;
- J) References to requirements of the RFP which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements, and a request for approval of such deviations;
- K) The analysis justifying use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed;
- L) A preliminary analysis and quantitative discussion of potential impacts on vehicular traffic (both during and after construction), environmental permitting,

community impact, safety, and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance, and operation;

- M) A preliminary analysis of potential impacts on Project revenue;
- N) If and what additional ROW will be required to implement the ATC. Proposers are advised as to the following:
 - 1) They shall be solely responsible for the acquisition of any such ROW, including the cost thereof and obtaining any necessary environmental approvals;
 - 2) They are not be entitled to any Change Order for time or money as a result of Site Conditions (i.e., Hazardous Materials, Differing Site Conditions, geotechnical issues, or Utilities) on such additional ROW; and
 - 3) They are not entitled to any Change Order for time or money as a result of any delay, inability, or cost associated with the acquisition of such ROW;
- O) A description of other projects on which the ATC has been used, the degree of success or failure of such usage and names and contact information including telephone numbers and E-mail addresses for project owner representatives that can confirm such statements;
- P) A description of added risks to the LA DOTD or third parties associated with implementing the ATC;
- Q) An estimate of any additional LA DOTD, Developer, and third-party costs associated with implementation of the ATC;
- R) An estimate of the adjustment to the Financial Proposal should the ATC be approved and implemented; and
- S) An analysis of how the ATC is equal or better in quality and performance than the requirements of the Contract Documents.

The Proposer shall not make any public announcement or disclosure to third parties concerning any ATC until after pre-approval (including conditional pre-approval) has been obtained. Following pre-approval (including conditional pre-approval), if a Proposer wishes to make any such announcement or disclosure, it must first notify the LA DOTD in writing of its intent to take such action, including details as to date and participants, and obtain the LA DOTD's prior written consent, in its sole discretion, to do so.

If implementation of an ATC will require approval by a third party (e.g., a Governmental Authority), Proposer shall have full responsibility for, and bear the full risk of, obtaining any such approvals after award of the Comprehensive Agreement and submitting required or relevant data; provided, however, that the LA DOTD shall retain its role as liaison with any Governmental Authorities as more particularly described in the Comprehensive Agreement and Technical Provisions. If any required third-party approval is not subsequently granted with the

result that Proposer must comply with the requirements of the original RFP, Proposer will not be entitled to a Change Order for additional compensation or time under the Comprehensive Agreement.

If the LA DOTD determines, based on a proposed ATC or otherwise, that the RFP contains an error, ambiguity, or mistake, the LA DOTD reserves the right to modify the RFP to correct the error, ambiguity, or mistake, regardless of any impact on a proposed ATC.

4.3.4 Louisiana Department of Transportation and Development Review of Pre-Proposal Submission of Alternative Technical Concepts

The LA DOTD may request additional information regarding proposed ATCs at any time and will, in each case, return responses to each Proposer regarding its ATC on or before the applicable last date set forth in Section 1.8.1, provided that the LA DOTD has received all required and requested information regarding such ATC.

The LA DOTD's responses will be limited to one of the following:

- A) The submittal is an ATC and is acceptable for inclusion in the Proposal;
- B) The submittal is an ATC but is not acceptable for inclusion in the Proposal;
- C) The submittal is an ATC and is not acceptable for inclusion in the Proposal in its present form, but may be acceptable, in the LA DOTD's discretion, if certain identified conditions are met or certain modifications made;
- D) The submittal does not qualify as an ATC because it appears to be compliant with the technical requirements of the Technical Provisions included in the RFP and is not a material change in the Basic Project Configuration as defined in Section 1.4.1 of the Technical Provisions; or
- E) The submittal does not qualify as an ATC and may not be included in the Proposal.

Approval of an ATC will constitute a change in the specific requirements of the Contract Documents associated with the approved ATC for that specific Proposer. Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to the LA DOTD's determinations regarding acceptability of ATCs.

The LA DOTD's acceptance or rejection of a pre-Proposal ATC submission will not entitle any Proposer to an extension of the Proposal Due Date or the date that ATCs are due; provided, however, that the foregoing does not limit the LA DOTD's absolute and sole right to modify the Proposal Due Date or any other date in connection with this procurement.

The LA DOTD anticipates that its comments provided to a Proposer will be sufficient to enable that Proposer to make any necessary changes to its ATCs.

4.3.5 Incorporation of Alternative Technical Concepts in the Contract Documents

Following award of the Comprehensive Agreement, the ATCs that were pre-approved by the LA DOTD and incorporated in the Proposal by the successful Proposer will be included in the Contract Documents. If the LA DOTD responded to any ATC by stating that it would be acceptable if certain conditions were met, those conditions will become part of the Contract Documents. Notwithstanding anything to the contrary herein, if the Developer does not comply with one or more LA DOTD conditions of pre-approval for an ATC or the Developer fails to obtain a required third party approval for an ATC, the Developer will be required to comply with the original requirements of the RFP without additional cost or extension of time as set forth in the Comprehensive Agreement.

Prior to execution of the Comprehensive Agreement, ATCs submitted by the successful Proposer but not ultimately included in its Proposal, or ATCs from unsuccessful Proposers, may, in the LA DOTD's discretion, be presented to the selected Developer for possible incorporation in the Comprehensive Agreement during negotiation of the final terms of the Comprehensive Agreement.

In addition, following execution of the Comprehensive Agreement, ATCs submitted by the successful Proposer but not ultimately included in its Proposal, or ATCs from unsuccessful Proposers, may, in the LA DOTD's discretion, be presented to the selected Developer as an LA DOTD Change Order in accordance with the Comprehensive Agreement.

4.3.6 Confidentiality

The ATCs and all communications regarding ATCs submitted by the Proposer and all subsequent communications regarding that ATC will be considered confidential in accordance with Section 2.5.

4.3.7 Alternative Technical Concept Meetings

After receipt by a Proposer of (A) the LA DOTD's response regarding a formal ATC, or (B) the LA DOTD's request for additional information related to a formal ATC in accordance with Section 4.3.4, the LA DOTD will consider that Proposer's request for a one-on-one meeting regarding the response or additional information requested (an "ATC meeting"). Any request for an ATC meeting must be made in sufficient time to be scheduled prior to the issuance date for responses to Proposer ATCs identified in Section 1.8.1. Additional protocols for the meeting will be sent to the Proposer making the request, including whether the meeting will be conducted virtually or in-person.

5.0 PROPOSAL EVALUATIONS

The Proposals must be submitted in two separate parts as per the ITP, the Technical Proposal and the Financial Proposal. Other than the Executive Summary, it is anticipated that the information contained in the Proposal will not be disclosed to the public or any Proposer until after execution of the Comprehensive Agreement and then, subject to Section 2.5.

The Technical Proposal will be evaluated by the P3 Proposals Evaluation Committee on the Technical Proposal pass/fail evaluation factors and qualitative evaluation factors and subfactors identified in the ITP. The P3 Proposals Evaluation Committee consists of the following members, or their designees:

- A) Paul Vaught, III, P.E., Project Manager and Chair;
- B) Jenny Fu, P.E., Bridge Design Engineer Administrator;
- C) Ryan Hoyt, P.E., Traffic Engineering Management Administrator;
- D) Matt Jones, P.E., Construction Section Systems/Area Engineer;
- E) Jesse Rauser, P.E., Pavement and Geotechnical Section Engineer 7;
- F) Brent Waguespack, P.E., Assistant Road Design Engineer Administrator; and
- G) Seth Woods, District (07) Administrator of Engineering.

If any member of the P3 Proposals Evaluation Committee listed in this Section 5.0 needs to be replaced due to an unforeseeable circumstance, Proposers will be notified as expeditiously as possible.

Each P3 Proposals Evaluation Committee member will be required to review each Technical Proposal in its entirety. After such review is completed, the LA DOTD reserves the right to schedule Proposer Oral Presentations in accordance with Section 5.9. Subsequent to the Proposer Oral Presentations, if held, the P3 Proposals Evaluation Committee will meet to discuss each Proposer's Technical Proposal and Oral Presentation.

Separately from the evaluation of the Technical Proposal, the Financial Review Committee will evaluate each Proposer's Financial Proposal.

The Financial Proposal will be evaluated by the Financial Review Committee on the Financial Proposal pass/fail evaluation factors and quantitative evaluation factor identified in the ITP. The Financial Review Committee consists of the following members, or their designees:

- 1) Mark St. Cyr, Audit Director and Chair;
- 2) Tracie Eisworth, Account Manager 2; and
- 3) Sharonne Bradford, Budget Administrator 1.

If any member of the Financial Review Committee listed in this Section 5.0 needs to be replaced due to an unforeseeable circumstance, Proposers will be notified as expeditiously as possible.

The LA DOTD reserves the right to award a Comprehensive Agreement, to reject any or all Proposals, or to advertise for new Proposals, if in the judgment of the LA DOTD the best interests of the public will be promoted thereby.

5.1 SELECTION DETERMINATION

After evaluating the Proposals in accordance with this Section 5.1 through Section 5.9, rating the pass/fail evaluation factors of the Technical and Financial Proposals and rating the qualitative evaluation factors of the Technical Proposals, and evaluating the quantitative evaluation factor of and ranking the Financial Proposals, the Secretary will consider the Technical Proposals and the Financial Proposals, giving greater weight to the Technical Proposals to determine which Proposal is the most advantageous to the LA DOTD.

When determining which Proposal is the most advantageous to the LA DOTD, a tradeoff analysis of the Proposals may be conducted. A selection determination using a tradeoff analysis considers whether the added value offered by one Proposal over another justifies the added cost to the public. The value offered by the Proposal will be determined based on the qualitative evaluation factors identified in Appendix A to this ITP and their relative weights as indicated in Section 5.3.2 and the quantitative evaluation factor indicated in Section 5.4.2 and ranking of the Financial Proposals based on the information submitted in accordance with Appendix B to this ITP.

5.1.1 Technical Rating

The Technical Rating will be determined for the Technical Proposal, based on the qualitative evaluation factors and their relative importance identified in Section 5.3.

For the avoidance of doubt, the qualitative evaluation factors and subfactors will be evaluated using a descriptive (or, adjectival) method as further described in Section 5.5. Point scoring and percentage weighting will not be assigned to the qualitative evaluation factors and subfactors. When considering the relative importance of the qualitative evaluation factors and subfactors, the following general guidance will be used:

- A) Qualitative evaluation factors or subfactors that are identified as “most important” will be given considerably more significance than the other qualitative evaluation factors or, where applicable, qualitative evaluation subfactors within a qualitative evaluation factor;
- B) Qualitative evaluation factors or subfactors that are identified as “more important” than other qualitative evaluation factors or subfactors will be given more significance than the other qualitative evaluation factors or, where applicable, qualitative evaluation subfactors within a qualitative evaluation factor, but will not be considered more significant than the “most important” qualitative evaluation factors or subfactors, as appropriate;

- C) Qualitative evaluation factors or subfactors that are identified as “equally important” to one another will be given neither more nor less significance than the other qualitative evaluation factors or, where applicable, qualitative evaluation subfactors within a qualitative evaluation factor; and
- D) Qualitative evaluation factors or subfactors that are identified as “less important” will be given considerably less significance than the other qualitative evaluation factors or, where applicable, qualitative evaluation subfactors within a qualitative evaluation factor, that are identified as “most important” or “more important.”

5.1.2 Financial Ranking

Only responsive Financial Proposals that have received a “pass” on all Financial Proposal pass/fail evaluation factors will be ranked. The Financial Proposals will be ranked based on the Toll Rate Schedule Quantitative Evaluation Factor identified in Section 5.4, with the Financial Proposal that includes the lowest Financial Proposal – Weighted Average Calculation (FP-WAC) being ranked the highest (number 1), and each additional Financial Proposal being ranked number 2 and so on based on the next lowest FP-WAC.

5.2 PROPOSAL RESPONSIVENESS

An initial responsiveness review of the Proposal will be performed prior to any evaluation in order to determine that all information requested in this RFP is provided and in the format specified in Appendix A – Technical Proposal Instructions and Appendix B – Financial Proposal Instructions. A finding of non-responsiveness of a Proposer’s Technical Proposal or Financial Proposal will render that Proposer ineligible for selection.

5.3 TECHNICAL PROPOSAL EVALUATION FACTORS

The Legal Pass/Fail Evaluation Factor will be evaluated on a pass/fail basis by each member of the P3 Proposals Evaluation Committee.

The Project Management Approach; Design and Construction; Operations and Maintenance; and Tolling Qualitative Evaluation Factors, and their associated subfactors, will be rated on a qualitative basis by each member of the P3 Proposals Evaluation Committee.

5.3.1 Pass/Fail Evaluation Factor

A Proposal must receive a pass on the Legal Pass/Fail Evaluation Factor for the Technical Proposal to be further evaluated and rated based on the qualitative evaluation factors and subfactors. Failure to achieve a pass rating on the Legal Pass/Fail Evaluation Factor after any Clarifications, if utilized, (*see* Section 5.6) will render a Proposer ineligible for selection.

5.3.2 Qualitative Evaluation Factors and Subfactors and Their Relative Importance

The following are the qualitative evaluation factors:

- A) Project Management Approach Qualitative Evaluation Factor;

- B) Design and Construction Qualitative Evaluation Factor;
- C) Operations and Maintenance Qualitative Evaluation Factor; and
- D) Tolling Qualitative Evaluation Factor.

The qualitative evaluation factor listed in Section 5.3.2(A) is the most important. The qualitative evaluation factors listed in Section 5.3.2(B) and (C) are equally important and more important than the qualitative evaluation factor listed in Section 5.3.2(D). The qualitative evaluation factor listed in Section 5.3.2(D) is less important than the other qualitative evaluation factors listed in Sections 5.3.2(A) through (C).

5.3.2.1. Project Management Approach Qualitative Evaluation Factor

The Project Management Approach Qualitative Evaluation Factor is comprised of the following subfactors:

- A) Key Personnel and Organizational Structure Qualitative Evaluation Subfactor; and
- B) Project Management Qualitative Evaluation Subfactor.

The qualitative evaluation subfactors listed in Sections 5.3.2.1(A) and (B) are equally important.

Specific information to be submitted is identified in Section A3.0 of Appendix A – Technical Proposal Instructions.

5.3.2.2. Design and Construction Qualitative Evaluation Factor

The Design and Construction Qualitative Evaluation Factor is comprised of the following subfactors:

- A) Overall Technical Concept Qualitative Evaluation Subfactor;
- B) Structures and Foundations Qualitative Evaluation Subfactor;
- C) Traffic Operations and Safety Qualitative Evaluation Subfactor;
- D) Maintenance of Traffic and Construction Sequencing Qualitative Evaluation Subfactor; and
- E) Roadway and Drainage Qualitative Evaluation Subfactor.

The qualitative evaluation subfactor listed in Section 5.3.2.2(A) is the most important. The qualitative evaluation subfactor listed in Section 5.3.2.2(B) is less important than the qualitative evaluation subfactor listed in Section 5.3.2.2(A), but more important than the qualitative evaluation subfactors listed in Section 5.3.2.2(C) through (E). The qualitative evaluation subfactors listed in Section 5.3.2.2(C) and (D) are equally important and more important than the qualitative evaluation subfactor listed in Section 5.3.2.2(E). The qualitative evaluation subfactor

listed in Section 5.3.2.2(E) is less important than the other qualitative evaluation subfactors listed in Sections 5.3.2.2(A) through (D).

Specific information to be submitted is identified in Section A4.0 of Appendix A – Technical Proposal Instructions.

5.3.2.3. Operations and Maintenance Qualitative Evaluation Factor

Specific information to be submitted related to the Operations and Maintenance Qualitative Evaluation Factor is identified in Section A5.0 of Appendix A – Technical Proposal Instructions.

5.3.2.4. Tolling Qualitative Evaluation Factor

Specific information to be submitted related to the Tolling Qualitative Evaluation Factor is identified in Section A6.0 of Appendix A – Technical Proposal Instructions.

5.4 FINANCIAL PROPOSAL EVALUATION FACTORS

The Minimum Financial Capacity, Financing Plan, and Financial Model Pass/Fail Evaluation Factors will be evaluated on a pass/fail basis by each member of the Financial Review Committee.

The Toll Rate Schedule Quantitative Evaluation Factor will be evaluated quantitatively by each member of the Financial Review Committee and subsequently ranked as described in Section 5.1.2 based on FP-WAC.

5.4.1 Pass/Fail Evaluation Factors

A Proposal must receive a pass on the Minimum Financial Capacity, Financing Plan, and Initial Base Case Financial Model Pass/Fail Evaluation Factors for the Financial Proposal to be further evaluated and ranked based on the quantitative evaluation factor. Failure to achieve a pass rating on the Minimum Financial Capacity, Financing Plan, and Financial Model Pass/Fail Evaluation Factors after any Clarifications, if utilized, (*see* Section 5.6) will render a Proposer ineligible for selection.

5.4.2 Quantitative Evaluation Factor

The sole quantitative evaluation factor for the Financial Proposal is the Toll Rate Schedule Quantitative Evaluation Factor.

5.5 TECHNICAL PROPOSAL EVALUATION GUIDELINES

The Technical Proposal qualitative evaluation factors and subfactors identified in Section 5.3.2 will be evaluated in accordance with the guidelines provided in this Section 5.5 by each member of the P3 Proposals Evaluation Committee.

The Technical Proposal qualitative evaluation factors and subfactors will be rated by each member of the P3 Proposals Evaluation Committee using a qualitative/descriptive (adjectival)

method. The following qualitative/descriptive ratings will be used in the rating of each qualitative evaluation factor and subfactor.

EXCEPTIONAL ~ The Proposer has demonstrated an approach that is considered to significantly exceed the LA DOTD's stated goals and objectives in a way that is beneficial to the LA DOTD. This rating indicates very little or no risk that this Proposer would fail to meet the requirements of the solicitation. There are essentially no Weaknesses.

GOOD ~ The Proposer has demonstrated an approach that is considered to exceed the LA DOTD's stated goals and objectives. This rating indicates little risk that this Proposer would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor.

ACCEPTABLE ~ The Proposer has demonstrated an approach that is considered to meet the LA DOTD's stated goals and objectives. This rating indicates an acceptable level of risk that the Proposer would fail to meet the requirements of the solicitation. Weaknesses are minor and can be readily corrected.

UNACCEPTABLE ~ The Proposer has demonstrated an approach that indicates significant Weaknesses. The Proposal fails to meet the LA DOTD's stated goals and/or objectives and/or lacks essential information and is conflicting and/or unproductive. There is no reasonable likelihood of success. Weaknesses are so major and/or extensive that a major revision to the Proposal would be necessary.

In assigning ratings the LA DOTD may assign "+" or "-" (such as, "exceptional -," "good +," and "acceptable +") to the ratings to better differentiate within a rating in order to more clearly differentiate between the Proposers.

5.6 REQUESTS FOR CLARIFICATIONS

The Proposer shall provide clear, accurate, and complete information to the LA DOTD. If information ambiguous, inaccurate, or incomplete, the LA DOTD will either declare the Proposal non-responsive or notify the Proposer that it will not be allowed to participate further in the procurement until all information requested is provided. Insufficient or omitted information may be brought to the attention of the Proposer by the LA DOTD, in its sole discretion, through a request for Clarifications, including submittal of corrected, additional, or missing documents. If a response is not provided prior to the deadline for submission of the response, the Proposal may be declared non-responsive.

All requests for Clarifications and responses must be in writing by E-mail and be limited to answering the specific information requested by the LA DOTD.

5.7 ORAL PRESENTATIONS

5.7.1 General

The LA DOTD may, in its sole discretion, require Proposers to make formal oral presentations with regard to their Technical Proposals. The purpose of oral presentations is to afford each Proposer the following opportunities:

- A) Highlight the most significant aspects of its Technical Proposal;
- B) Communicate its understanding of the ITP requirements and other documents included in the RFP; and
- C) Respond to LA DOTD questions.

The LA DOTD will use the information gained from the oral presentation to assist in its evaluation of the Technical Proposals.

5.7.2 Ground Rules

If oral presentations are used, no more than four speakers may participate in the oral presentation, but other representatives of a Proposer's team may attend. Oral presentations will be limited to one hour in length. The LA DOTD will terminate briefings promptly at the end of the hour. Presenters may use visual aids to state or illustrate key points and supporting information. One complete copy of the complete presentation (including all visual aids) used in the oral presentation must be left with the LA DOTD at the conclusion of the presentation.

Proposers shall not include or make reference to any Financial Proposal information in the oral presentations. Oral presentations must not be used to fill in missing or incomplete information that is required in the written Technical Proposals. Topics or issues not addressed in the written Technical Proposal must not be discussed during the oral presentations.

Upon conclusion of the presentation, the presenters will be asked to recess outside the room while the LA DOTD develops questions. After the recess, the presenters will return to answer the questions. This question-and-answer session will be limited to one hour in length.

The LA DOTD may tape record, videotape, and/or transcribe all or any part of the oral presentations.

5.7.3 Order of Presentations

If oral presentations are scheduled, the LA DOTD will establish the order of the oral presentations on a random basis. Once formally established, the oral presentation date and time is not negotiable. The LA DOTD will notify each Proposer by letter of the date, time, and place of the oral presentation. Failure to appear within the specified block of time will result in a Proposer's forfeiture of the opportunity to make an oral presentation. If the Proposer arrives late within the specified block of time, the Proposer will be allowed to make a presentation, but the block of time will not be extended.

5.8 REQUESTS FOR PROPOSAL REVISIONS

The LA DOTD may, at any time after receipt of Proposals and prior to selection, determine that it is appropriate to request Proposal Revisions. The request for Proposal Revisions may include revisions to the RFP, including reductions in or additions to the Project scope.

Before requesting any such Proposal Revisions, the LA DOTD will engage in separate discussions (either in writing or in person through one-on-one meetings) with each Proposer in the competitive range and in accordance with the procedures for proposal revisions described in 23 CFR 636.501 *et seq.* The request for Proposal Revisions will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, the term “Proposal,” as used in the RFP, shall mean the original Proposal, as modified by the Proposal Revision.

Each Proposer may determine in its discretion whether to deliver the requested Proposal Revisions. Failure of a Proposer to deliver the requested Proposal Revisions shall not, in and of itself, result in the forfeiture of such Proposer’s Proposal Security; *provided* that such Proposer’s original Proposal, together with the Proposal Security included therewith, shall remain valid and in effect notwithstanding its election not to deliver the requested Proposal Revisions.

Upon receipt of Proposal Revisions, the P3 Proposals Evaluation Committee and/or Financial Review Committee, as appropriate, will re-evaluate the Proposals as revised.

Notwithstanding this Section 5.8, discussions may or may not be held with Proposers determined to be in the competitive range, depending on the quality of the initial Proposals received (except clarifications may be used as described in Section 5.6). Therefore, the Proposer's initial Proposal should contain the Proposer's best offer.

5.9 ADDENDUM AFTER PROPOSAL SUBMISSION

In the event a material error is discovered in the RFP during the Proposal evaluation process, the LA DOTD may issue an Addendum to all Proposers that have submitted Proposals requesting revised Proposals based upon the corrected RFP.

5.10 SELECTION DETERMINATION

Once the Technical Ratings and Financial Rankings have been determined for each Proposal (whether based on the original Proposals, original Proposals including Oral Presentations, and/or Proposal Revisions) and trade-offs conducted as necessary, the Secretary will select the apparent most advantageous Proposal.

The LA DOTD will not select any Proposer that receives a fail rating on any pass/fail evaluation factor (Sections 5.3.1 and 5.4.1) or receives an “unacceptable” rating for any qualitative evaluation factor or subfactor (Section 5.3.2). The LA DOTD will not select any Proposer that the LA DOTD determines has submitted a non-responsive Proposal (Technical Proposal or Financial Proposal).

5.11 NEGOTIATION OF THE COMPREHENSIVE AGREEMENT

Upon identification of the selected Proposer, the LA DOTD will proceed with the selected Proposer to finalize the Comprehensive Agreement. If agreed to by the LA DOTD and selected Proposer, the parties may enter into limited negotiations to clarify any remaining issues regarding scope, schedule, financing, or any other information provided by that Proposer. In addition, limited negotiations may be conducted in order for the LA DOTD to present the ATCs of unsuccessful Proposers that, if agreed to by the LA DOTD and successful Proposer, will be incorporated into the Comprehensive Agreement.

Any decision to commence or continue negotiations regarding the terms of the Comprehensive Agreement is at the agreement of the parties. By submitting its Proposal, each Proposer commits to enter into the form of Comprehensive Agreement included in the RFP, without negotiation or variation, and to fill in blanks and include information from the Proposal that the form of the Comprehensive Agreement indicates is required.

If a Comprehensive Agreement satisfactory to the LA DOTD cannot be negotiated with the selected Proposer, the LA DOTD will formally end negotiations with that Proposer and take one of the following actions:

- A) Require the selected Proposer to enter into the Comprehensive Agreement in the form included in the RFP, without variation except to fill in blanks and include information from the Proposal that the form of the Comprehensive Agreement indicates is required;
- B) Reject all Proposals;
- C) Issue a request for Proposal Revisions to Proposers, but only if the ATCs of one or more Proposers have not been revealed to the successful Proposer; or
- D) Proceed to the next most advantageous Proposal to finalize or attempt to negotiate the Comprehensive Agreement with that Proposer in accordance with this Section 5.11.

5.12 POST-SELECTION DELIVERABLES AND ACTIONS

As a condition precedent to final award of the Comprehensive Agreement, the successful Proposer shall deliver the following to the LA DOTD within five Business Days after selection notification:

- A) Evidence of authority to transact business in the State for all members of Proposer's team that will transact business in the State, dated no earlier than 30 days prior to the selection notification; and
- B) If not previously submitted, a copy of the final organizational documents for the Developer and, if a Developer is a LLC, partnership, or JV, for each member or partner of the Developer. The final form of the organizational documents may not differ materially from the draft organizational documents included with the Proposal. If Developer is a JV, attach a letter from each JV member stating that

the JV agrees to be held jointly and severally liable for any and all of the duties and obligations of Developer under the Proposal and the Comprehensive Agreement arising therefrom.

In addition, as a condition precedent to final award of the Comprehensive Agreement, representatives of the LA DOTD, assisted by members of the successful Proposer's staff who are knowledgeable in how the Escrowed Proposal Documents were prepared, will examine the Escrowed Proposal Documents to ensure they are complete and organized and inventoried in accordance with Section 3.8. If it is determined that the Escrowed Proposal Documents are incomplete or not organized and inventoried in accordance with Section 3.8, the Proposer shall provide the omitted Escrowed Proposal Documents or correct the organization and inventory of the Escrowed Proposal Documents, as appropriate, prior to final award of the Comprehensive Agreement will proceed. This examination includes neither the review of, nor the approval of, proposed construction methods, estimating assumptions, or interpretations of the Contract Documents. The LA DOTD and successful Proposer shall jointly develop and countersign a detailed index and catalogue of the contents of the Escrowed Proposal Documents.

5.13 FINAL AWARD, EXECUTION, AND DELIVERY OF THE COMPREHENSIVE AGREEMENT

5.13.1 Final Award and Comprehensive Agreement Execution

Upon and subject to successful completion of any negotiations (if held), conduct of any required public hearings or other statutorily required actions, concurrence in award by the FHWA, and receipt by the LA DOTD of all of the documents required by this ITP to be provided by the successful Proposer prior to execution of the Comprehensive Agreement, the LA DOTD shall deliver execution copies of the Comprehensive Agreement to the successful Proposer for execution by the successful Proposer. The LA DOTD shall deliver four sets to be retained by the LA DOTD and as many sets as required by the successful Proposer to be retained by the successful Proposer.

Within five Business Days after receipt of such execution copies, the successful Proposer shall execute and return all execution copies of the Comprehensive Agreement, together with the required documents described in Section 5.13.2, to the LA DOTD for counter-execution by the LA DOTD. If Developer is a JV or a partnership, the Comprehensive Agreement must be executed on behalf of Developer by all JV members or general partners, as applicable.

Within 15 Business Days after receipt of the executed Comprehensive Agreement sets (and all other required documents) from the successful Proposer, the LA DOTD shall counter-execute the Comprehensive Agreement, retain the required number of sets of the executed Comprehensive Agreement for itself, and deliver the other executed Comprehensive Agreement sets to Developer. Final award shall be deemed to have occurred upon delivery of the fully executed sets to Developer. In case of failure or refusal on the part of the successful Proposer to deliver the duly executed Comprehensive Agreement to the LA DOTD within the five Business Day period herein mentioned, the amount of the Proposal Security may be forfeited and paid to the LA DOTD.

Subject to satisfaction of all conditions precedent to the foregoing, the Comprehensive Agreement shall be fully executed and become effective not later than the expiration of the validity of the successful Proposer's Proposal. The Comprehensive Agreement with the selected Proposer will not be effective until both the Developer and the LA DOTD have signed it.

If the successful Proposer fails to execute the Comprehensive Agreement within the time periods identified above, award of the Comprehensive Agreement may be made to the apparent "next" successful Proposer, or the Work may be re-advertised and completed under a different contract or otherwise, as the LA DOTD may decide.

5.13.2 Documents to be delivered by Proposer with Executed Comprehensive Agreement

On or before the date that the LA DOTD delivers the execution sets of the Comprehensive Agreement to Proposer, the LA DOTD shall notify Proposer regarding the number of originals and copies required to be delivered.

Proposer shall deliver the documents listed below to the LA DOTD concurrently with the executed Comprehensive Agreement, as a condition to execution of the Comprehensive Agreement by the LA DOTD:

- A) Evidence of approval of the final form of the Comprehensive Agreement, and of due authorization, execution, delivery and performance of the Comprehensive Agreement by Developer thereunder and (if Developer is a JV, LLC, or partnership) by its JV members or partners. Such evidence shall be in form and substance satisfactory to the LA DOTD. If Developer is a corporation, such evidence shall be in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Developer is a JV, such evidence shall be in the form of a resolution of each JV member, certified by an appropriate officer of such JV member. If Developer is a partnership, such evidence shall be in the form of a resolution signed by the general partners and appropriate evidence of authorization for each of the general partners, in each case, certified by an appropriate officer of the general partner. If Developer is a LLC, such evidence shall be in one of the forms:
 - 1) A resolution of the governing body of the LLC, certified by an appropriate officer of the company; or
 - 2) A managing member(s) resolution, certified by an appropriate officer of the managing member(s); or
 - 3) If there is no managing member, a resolution from each member certified by an appropriate officer of such member;
- B) The Developer's Federal Internal Revenue Service Employer Identification Number, or, if the Developer is an individual with no employer identification number, the Developer's Social Security Number;

- C) Evidence in the form of a Certificate of Authority issued by the Louisiana Secretary of State certifying that the Developer is qualified and authorized to do business in the State of Louisiana, dated no earlier than 30 days prior to the Proposer's delivery of the executed Comprehensive Agreement;
- D) Evidence of insurance required to be provided by Developer under the Comprehensive Agreement (including, in the case of insurance policies not required to be in place until after the effective date, evidence satisfactory to the LA DOTD that Developer is able to obtain the coverages to be bound, such as a letter from an insurance broker with details of the coverages and pricing, limits, endorsements, and other terms required by the Comprehensive Agreement);
- E) Evidence that one or more members of the Proposer team (i.e., partner, member, coventurer, or Subcontractor), or the Proposer itself, holds the appropriate licenses from the Louisiana Professional Engineering and Land Surveying Board and the State Licensing Board for Contractors;
- F) An LA DOTD approved DBE Plan, in accordance with Exhibit K of the Comprehensive Agreement;
- G) Executed performance and payment bonds, in accordance with Section 16.07 of the Comprehensive Agreement;
- H) If security for Proposer's obligations under the Comprehensive Agreement is required by the LA DOTD pursuant to Section 16.07(d) of the Comprehensive Agreement, Guaranties from Guarantor(s) in the form previously approved by the LA DOTD;
- I) Financial Close Security in the amount of \$20,000,000.00 and in the form included in either Appendix C – Proposal Forms, Forms L-1 or L-2. This Financial Close Security requirement may be fulfilled by submission of either more than one Financial Close Bond (in the form required in Form L-1) or more than one Financial Close Letter of Credit (in the form required in Form L-2). In no event shall a Proposer submit Financial Close Bonds for a portion of the Financial Close Security and Financial Close Letters of Credit as a portion of the Financial Close Security together. Upon delivery of the Financial Close Security, the LA DOTD will return the Proposal Security provided by such successful Proposer. For the avoidance of doubt, upon delivery of the Financial Close Security, such Financial Close Security shall secure the successful Proposer's obligations from and after delivery thereof and through Financial Close, as set out in Section 7.03 of the Comprehensive Agreement; and
- J) Other ancillary documents, if any, not inconsistent with the Contract Documents or this ITP (which the LA DOTD shall identify at least 10 Business Days prior to the date by which the Developer is required to deliver the documents listed in this Section 5.13.2 to the LA DOTD) and other documents determined to be necessary as a result of pre-award negotiations (which the LA DOTD and Proposer shall mutually identify as part of the pre-award negotiations).

6.0 PROTESTS

This Section 6.0 sets forth the exclusive protest remedies available with respect to the selection determination of the successful Proposer. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, will be final and conclusive. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in this RFP, it shall indemnify, defend, and hold the LA DOTD and its directors, officers, officials, employees, agents, representatives, and consultants harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages incurred or suffered as a result of such Proposer's actions. The submission of a Proposal by a Proposer will be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

6.1 WRITTEN PROTESTS ONLY

All protests must be in writing. Protests must be delivered to Andrew Barry, (Protest Official) at I-10CalcasieuBridgeP3@la.gov.

All protests must be submitted within five calendar days from the public announcement of the selected Proposer. Any protest not set forth in writing within the time limits specified in these procedures is null and void and will not be considered.

6.2 PROTEST CONTENTS

All Protests must include the following information:

- A) The name and address of the Proposer;
- B) The State and Federal Project Numbers;
- C) A detailed statement of the nature of the protest and the grounds on which the protest is made; and
- D) All factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements must be provided under penalty of perjury.

The protestor shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest, but it will be decided on the basis of the written submissions by the Protest Official or his designee.

6.3 PROTEST DECISION

The Protest Official or his designee will issue a written decision regarding any protest within seven calendar days, at which time the LA DOTD will not proceed with the procurement until after the written decision is issued. The decision issued in writing by the Protest Official or his designee is the final decision of LA DOTD. No further right of appeal is granted herein.

7.0 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S RIGHTS AND DISCLAIMERS

7.1 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S RIGHTS

The LA DOTD may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in this RFP. The LA DOTD reserves the right, in its sole and absolute discretion, to do any of the following:

- A) Develop the Project and any facility in any manner that the LA DOTD, in its discretion, deems necessary;
- B) Reject any or all Proposals;
- C) Terminate this procurement and issue a new solicitation for all or part of the Project;
- D) Modify any dates set or projected in the RFP and extend any deadlines;
- E) Cancel, modify, or withdraw the entire RFP;
- F) Terminate evaluations of Proposals received at any time, in its discretion;
- G) Issue Addenda, supplements, and modifications to this RFP;
- H) Modify the RFP process (with appropriate notice to Proposers);
- I) Appoint a P3 Proposals Evaluation Committee and Financial Review Committee and, if necessary, evaluation teams and/or subcommittees to review Proposals and seek the assistance of outside technical experts in Proposal evaluation;
- J) Suspend, discontinue, or terminate negotiations of the Comprehensive Agreement at any time, elect not to commence negotiations of the Comprehensive Agreement with any responding Proposer, and engage in negotiations with other than the highest ranked Proposer;
- K) Waive or permit corrections to Proposals, including requests for Clarifications and requests for Proposal Revisions;
- L) Disclose information contained in a Proposal to the public as described herein;
- M) Approve or disapprove the use of Subcontractors and/or substitutions and/or changes of Proposer team members or Key Personnel from those included in the SOQs;
- N) Revise and modify, at any time before the Proposal Due Date identified in Section 1.8.1, the factors it will consider in evaluating Proposals and to otherwise revise

or expand its evaluation methodology. If such revisions or modifications are made, the LA DOTD will circulate an Addendum to all Proposers on the Short-List setting forth the changes to the evaluation factors or methodology. The LA DOTD may extend the Proposal Due Date identified in Section 1.8.1 if such changes are deemed by the LA DOTD, in its sole discretion, to be material and substantive;

- O) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;
- P) Disqualify any Proposer that changes its organization (including team members of Key Personnel as represented in its SOQ) without LA DOTD written approval;
- Q) Hold the Proposals under consideration for a maximum of 180 calendar days after the Proposal Due Date specified in Section 1.8.1; and/or
- R) Refuse to issue an RFP to a prospective Proposer and to refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
 - 1) Failure on the part of the Proposer or an Equity Member, the Lead Designer, or the Design-Build Contractor to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts with the LA DOTD (or the State of Louisiana);
 - 2) Default (wherein a surety has been notified to assume performance of the contract) on the part of the Proposer or an Equity Member, the Lead Designer, or the Design-Build Contractor under previous contracts with the LA DOTD (or the State of Louisiana);
 - 3) Unsatisfactory performance by the Proposer or an Equity Member, the Lead Designer, the Design-Build Contractor, the Operations and Maintenance Contractor, the Toll System Provider, or the Tolling Operator under previous contracts with the LA DOTD (or the State of Louisiana);
 - 4) Issuance of a notice of disqualification, debarment, or suspension to the Proposer or an Equity Member, the Lead Designer, or the Design-Build Contractor from any state or federal agency;
 - 5) Submittal by the Proposer of more than one Proposal to the RFP under the Proposer's own name or under a different name;
 - 6) Existence of an organizational conflict of interest under Section 1.10 or evidence of collusion between a prospective Proposer (or any Equity Member, Lead Designer, or Design-Build Contractor) and other Proposer(s) (or Equity Members, Lead Designers, or Design-Build Contractors) in the preparation of an SOQ, proposal, or bid for any LA DOTD project; and/or

- 7) Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or an Equity Member, the Lead Designer, or the Design-Build Contractor is responsible which, in the judgment of the LA DOTD, might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded.

This RFP does not commit the LA DOTD to enter into a Comprehensive Agreement, nor does it obligate the LA DOTD to pay for any costs incurred in preparation and submission of Proposals or in anticipation of the Comprehensive Agreement. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

7.2 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S DISCLAIMER

In issuing this RFP and undertaking the procurement process contemplated herein, the LA DOTD specifically disclaims the following:

- A) Any liability or commitment to provide sales tax or other revenues to assist in carrying out any and all phases of the Project; and
- B) Any obligation to reimburse a Proposer for any costs it incurs under this procurement (other than as expressly contemplated herein).

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

STATE OF LOUISIANA

I-10 CALCASIEU RIVER BRIDGE
PUBLIC-PRIVATE PARTNERSHIP PROJECT

CALCASIEU PARISH

STATE PROJECT NO. H.003931
FEDERAL AID PROJECT NO. 010121

FINAL REQUEST FOR PROPOSALS

ADDENDUM NUMBER 18

MAY 26, 2023

INSTRUCTIONS TO PROPOSERS

APPENDIX A
TECHNICAL PROPOSAL INSTRUCTIONS

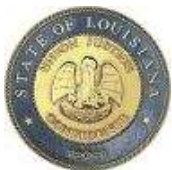


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A1.0 GENERAL INSTRUCTIONS

This Appendix A – Technical Proposal Instructions to the Instructions to Proposers (ITP) describes the specific instructions for preparing the Technical Proposals.

The Proposer shall submit the information required by this Appendix A – Technical Proposal Instructions in the organization and format, and using the forms, specified herein. Alterations to the forms will only be permitted where specifically allowed and/or to allow for expansion of spaces for responses in order to accommodate inclusion of the information requested. Failure to provide all of the requested information on the forms and in the format specified may result in the Louisiana Department of Transportation and Development (LA DOTD) declaring the Technical Proposal non-responsive.

The Technical Proposal of the selected Proposer, or portions thereof, will be incorporated into the Comprehensive Agreement.

The digital copy of the Proposer's Technical Proposal shall be submitted in searchable, read-only format. Each section, as designated in this Section A1.0 shall be a separate file, and labeled as identified in Sections (A) through (E) of this Section A1.0 as follows:

- A) Legal;
- B) Project Management Approach;
- C) Design and Construction;
- D) Operations and Maintenance; and
- E) Tolling.

The Proposer shall also provide the following information in both digital, searchable, read-only (.pdf) format and one hard copy, as provided in Section 2.7.1 of the ITP:

- 1) A 36-inch wide field roll, at a scale of 1:200, of the Proposer's overall Project concept;
- 2) Separate 36-inch field rolls, at a scale of 1:100 that adequately demonstrate the Proposer's solution at the following locations:
 - a) The PPG/US 90 Interchange;
 - b) Sampson Street; and
 - c) West of the Veterans Memorial Bridges to the east terminus of the Project; and

- 3) A separate volume of all drawings, entitled the Design and Construction Concepts, which shall include Plans, profiles, typical Sections, and technical drawings in English units on 11 inch by 17 inch plan sheets.

All Proposal information submitted in the Technical Proposal will be used for evaluating the Proposals.

All forms named herein are found in Appendix C – Proposal Forms unless otherwise noted.

Text must be in English in a standard font, a minimum of 12 points in height, single-spaced, except for tables and forms (as found in Appendix C), which may be prepared using 10 point font, single-spaced. Pages must be in 8½ inch by 11 inch format, with simple lettered/numbered dividers for each section/subsection. Pages shall be in single column format. Tables, graphics, drawings, or sketches and their accompanying narrative text (other than those submitted in the Design and Construction Concepts volume) may be submitted in either 11 inch by 17 inch or 8 ½ inch by 11 inch format.

The Proposer shall number each page in each section consecutively (i.e., 1-1, 1-2; 2-1, 2-2). The Proposer shall include page numbers centered at the bottom of each page.

The Proposer shall present information clearly and concisely. Documentation that is illegible may be rejected and may lead to disqualification.

The information must be easily reproducible by normal black and white photocopiers/printers.

The Technical Proposal is limited to a total of 125 pages, exclusive of tabs and divider pages, cover letters, the Executive Summary, calculations, specifications, drawings or sketches, design reports, required forms (found in Appendix C – Proposal Forms), organization charts, resumes, or schedules.

Where an approved Alternative Technical Concept (ATC) is included in a Technical Proposal, the Proposer shall specifically highlight that an approved ATC is included in the Technical Proposal, reference the ATC identification number, describe how the ATC is used, and provide cross-references to other elements of the Proposal that are affected by the ATC.

A2.0 LEGAL PASS/FAIL EVALUATION FACTOR

A2.1 OBJECTIVES

The objective of the Legal Pass/Fail Evaluation Factor is to identify legally constituted Proposers able to submit Proposals, enter into the Comprehensive Agreement, and complete the Work and that have obtained all required licenses or committed to do so prior to award of the Comprehensive Agreement.

A2.2 LEGAL INFORMATION FOR VOLUME 1 OF THE TECHNICAL PROPOSAL

The Proposer shall submit the following legal information:

- A) The Form of Proposal (*see* Appendix C – Proposal Forms to this ITP) that constitutes a firm offer to the LA DOTD valid for 180 calendar days after the Proposal due date. The Proposer shall attach to the Form of Proposal the documents and information described in the Form of Proposal and shall identify its single point of contact for all purposes relating to the Proposal, including Proposer’s rights and obligations under the Request for Proposals (RFP), negotiations of the Comprehensive Agreement, and receipt of any documents returned to the Proposer, including the Proposal Security. The Form of Proposal shall include evidence of signature authorization for each individual executing the Form of Proposal;
- B) Form A (*see* Appendix C – Proposal Forms to this ITP), Proposer’s Organization Information, for the Proposer’s organization. The Proposer shall identify a single point of contact for the Proposer and the address, E-mail address, and telephone number where questions should be directed on Form A. The single point of contact identified on Form A shall be the same person identified in the cover letter (*see* Section 1.3.2 of the ITP). All communication regarding the procurement process and Project shall be conducted with the Proposer’s single point of contact;
- C) Form B (*see* Appendix C – Proposal Forms to this ITP), Named Subcontractors and Suppliers, showing all subcontractors, suppliers, and Architectural/Engineering (A/E) subconsultants identified by the Proposer as of the Proposal due date;
- D) Form C (*see* Appendix C – Proposal Forms to this ITP), Responsible Proposer Questionnaire, submitted separately by the Proposer and Equity Member(s), Lead Designer, Design-Build Contractor, Operations and Maintenance Contractor, Toll System Provider, and Tolling Operator (if different than the Operations and Maintenance Contractor). The form executed by the Proposer shall be signed by the same individual(s) who are identified on Form A as the Proposer’s single point of contact. The forms signed by the Equity Member(s), Lead Designer, Design-Build Contractor, Operations and Maintenance Contractor, Toll System Provider, and Tolling Operator (if different than the Operations and Maintenance Contractor) shall be signed by an authorized representative of the applicable firm and such authorization shall be included with Form C for the applicable firm;
- E) Evidence in the form of a Certificate of Authority issued by the Louisiana Secretary of State certifying that the Proposer is qualified and authorized to do business in the State of Louisiana, or a commitment to become registered prior to execution of the Comprehensive Agreement, regardless of whether such

information was submitted with the Proposer's Statement of Qualifications (SOQ);

- F) Evidence that one or more members of the Proposer team (i.e., partner, member, coventurer, or subcontractor), or the Proposer itself, holds the appropriate licenses from the Louisiana Professional Engineering and Land Surveying Board and the State Licensing Board for Contractors or a commitment signed by authorized representatives of the Proposer and its Equity Members, if relevant, to become licensed prior to award of the Comprehensive Agreement;
- G) The Non-Collusion Form (*see* Appendix C – Proposal Forms to this ITP) certifying that the Proposal is not the result of, and has not been influenced by, collusion;
- H) Form D, Disadvantaged Business Enterprise Certification (*see* Appendix C – Proposal Forms to this ITP) concerning Disadvantaged Business Enterprise (DBE) requirements;
- I) Form E, Certification regarding Use of Contract Funds for Lobbying (*see* Appendix C – Proposal Forms to this ITP), certifying that no federal appropriated funds have been or will be paid for lobbying activities and no other funds have been paid or will be paid to influence governmental decisions regarding the Project;
- J) A disclosure of any potential organizational conflicts of interest, as further explained at Section 1.10 of the ITP, including disclosure of all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest. The disclosure must state how the Proposer's interests, or those of its chief executives, directors, Key Personnel, Equity Members, the Design-Build Contractor, the Lead Designer, the Operations and Maintenance Contractor, the Toll System Provider, the Tolling Operator (if different from the Operations and Maintenance Contractor), Construction Subcontractors, Design Subcontractors, or any other proposed subcontractors may result in, or could be viewed as, an organizational conflict of interest. If the LA DOTD determines that an actual or potential conflict of interest exists that cannot be avoided, neutralized, or mitigated, that Proposer will not be eligible for selection. If no potential organizational conflicts of interest exist, the Proposer shall submit a disclosure indicating such;
- K) Form F, Commitment to Assign Identified Resources to Project (*see* Appendix C – Proposal Forms to this ITP), committing that the Key Personnel resources shown in the Proposer's Proposal will be available to the extent within the Proposer's control;

- L) A copy of any letter(s) issued by the LA DOTD approving any requested changes to the Proposer's Key Personnel and/or organization in accordance with Section 1.9 of the ITP;
- M) Form G, Certification regarding Prohibition of Discriminatory Boycotts of Israel (*see* Appendix C – Proposal Forms to this ITP), certifying that the Proposer it is not engaging in a boycott of Israel, and shall, for the duration of the Comprehensive Agreement, refrain from a boycott of Israel;
- N) Form H, Payment for Work Product Agreement (*see* Appendix C – Proposal Forms to this ITP, fully executed by the same party(ies) and individuals executing the Form of Proposal;
- O) A surety(ies) commitment letter indicating that the Proposer is capable of obtaining performance and payment bonds covering the Design-Build Work. In the event the Proposer is unable to obtain such letter for any of the bonds, a letter from a surety(ies) indicating that the Design-Build Contractor or any other Construction Subcontractor that has a direct subcontract with the Developer for the Design-Build Work is capable of obtaining performance and/or payment bonds, as applicable, covering the Design-Build Work may be submitted.

The bonding/security capacity levels in Table 1 represent minimum levels. The Proposer, Design-Build Contractor, or any other Construction Subcontractor that has a direct Contract with the Developer for the Design-Build Work, as applicable, shall submit a letter from a qualified surety as provided by Louisiana Revised Statutes 48:255(D). If the letter is submitted by co-sureties or a joint venture of sureties, the letter must clearly state that the sureties making up the co-surety or the joint venture are bound in solido for the full amount of the bond. **Letters indicating “unlimited” bonding/security capability are not acceptable;**

Payment Bond or Bonds	Performance Bond or Bonds
50% of the aggregate value of the Design-Build Work	50% of the aggregate value of the Design-Build Work

- P) Proposal Security (*see* Appendix C – Proposal Forms, Forms I-1 and I-2 to this ITP), in accordance with Section 3.3 of the ITP;
- Q) Form K, Escrow Agreement (*see* Appendix C – Proposal Forms) to this ITP, executed by the Proposer and Escrow Agent; and

- R) Form M, Proposer's Build America, Buy America Certification Form (*see* Appendix C – Proposal Forms), certifying the Proposer's intent to conform to the Build America, Buy America (BABA) Act. Form M, Proposer's Build America, Buy America Certification Form, shall be the only form acceptable for use in certification of intent to conform to BABA. The Proposer shall provide a separate Form M, Proposer's Build America, Buy America Certification Form, from each Subcontractor.

A3.0 PROJECT MANAGEMENT APPROACH QUALITATIVE EVALUATION FACTOR

A3.1 OBJECTIVES

The following objectives for the Project Management Approach Qualitative Evaluation Factor seek to identify a Proposer that demonstrates the following:

- A) A clear understanding of the Project, including, but not limited to, effective project management, quality management in design and construction, responsive operation and maintenance during construction, and proactive and responsive public and stakeholder interaction;
- B) A clear understanding of the Project through its proposed Project organization and Project approaches;
- C) A logical, sequential, executable approach to deliver the Project by way of a well-developed and comprehensive Project Baseline Schedule;
- D) A commitment to proactive prevention of disputes employing proven methods for reaching resolution on disputes without triggering the dispute resolution process;
- E) An understanding of and clear approach to meeting environmental commitments, stakeholder coordination, and community engagement; and
- F) An approach to inclusion of qualified DBE firms to meet or exceed the DBE goals, as well as an approach for development of the local workforces.

A3.2 PROJECT MANAGEMENT APPROACH INFORMATION FOR VOLUME 2 OF THE TECHNICAL PROPOSAL

A3.2.1 Organizational Structure and Key Personnel Qualitative Evaluation Subfactor

The Proposer shall provide a summary of the Proposer's organization performing design, construction, operations, and maintenance of the Project that will meet or exceed the requirements of the LA DOTD's goals for the Project (as identified in

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Section 1.1 of the Instructions to Proposers (ITP)) and the Contract Documents. At a minimum, the following information shall be provided:

A) Organizational Structure

- 1) A description of the proposed roles and responsibilities of the Proposer team member firms including Equity Members, the Lead Designer, the Design-Build Contractor, the Operations and Maintenance Contractor, the Toll System Provider, and the Tolling Operator;
- 2) A description of the role of identified subcontractors for design, construction, operations and maintenance, and tolling;
- 3) An organization chart identifying the Proposer's organization in its entirety, showing the Key Personnel distinguished by Category 1, 2, or 3 (as set forth in Exhibit A) and employer, for the Design-Build Period and Operating Period;
- 4) An organization chart identifying the Proposer's design organization showing the Key Personnel and design staff groups, including, Key Personnel roles, license numbers, and copies of licenses and/or application for licenses where applicable;
- 5) An organization chart identifying the Proposer's construction organization, including, the Key Personnel and their roles, staff groups, and subcontractors;
- 6) An organization chart identifying the Proposer's operations, maintenance, and tolling organization, including, the Key Personnel and their roles, staff groups, and subcontractors; and
- 7) An organization chart identifying the Proposer's quality management organization for design, construction, operations and maintenance, and tolling, including, the Key Personnel and their roles and the reporting relationships within the Proposer's organization during the Design-Build Period and Operating Period.

B) Key Personnel

- 1) A description of the roles and responsibilities of Key Personnel and how they mobilize and transition over time from design and construction to operations and maintenance;
- 2) Form J – Key Personnel Information, disclosing the required information for each Key Personnel position;
- 3) A resume, not to exceed two pages, for each of the Category 1 Key Personnel as set forth in the Comprehensive Agreement, Exhibit A; and

- 4) A resume, not to exceed one page, for the Category 2 and 3 Key Personnel as set forth in the Comprehensive Agreement, Exhibit A.

A3.2.2 Project Management Qualitative Evaluation Subfactor

The Proposer shall provide information pertaining to the overall project management approach for the Project that will meet or exceed the requirements of the LA DOTD's goals for the Project (as identified in Section 1.1 of the ITP) and Contract Documents. At a minimum the following information shall be provided:

- A) A summary of the Proposer's understanding of the Project describing, at a minimum, the following:
 - 1) The proposed approach to the Project from design and construction through operations and maintenance, including tolling;
 - 2) A summary of major risks to the schedule and the approach to avoid and mitigate these risks; and
 - 3) The proposed approach to proactive prevention of design and construction disputes and/or Delay or Compensation Event claims.
- B) A summary of the key elements of the proposed Project Administration Plan describing, at a minimum, the following:
 - 1) The proposed approach to reporting to and meetings with the LA DOTD;
 - 2) A description of the Document Control System (DCS) to be used to store and record all Project documents; and
 - 3) A Preliminary Project Baseline Schedule for the Design-Build Period showing key activities and milestones, including, but not limited to, the Financial Close Date, Anticipated Milestone Payment Dates, Partial Acceptance Date, and Final Acceptance Date. For the avoidance of doubt, the Preliminary Project Baseline Schedule shall include key activities and milestones related to Limited Notice to Proceed (LNTP).
- C) A summary of the key elements of the Quality Management Plan describing, at a minimum, the following:
 - 1) The roles, responsibilities, and authorities of quality management personnel over design, construction, and operations and maintenance activities, including tolling activities, to ensure quality;
 - 2) The manner in which quality management activities will be conducted independent of entities and individuals performing the Work; and

- 3) How quality management will be handled for subcontractors and material Suppliers during the Design-Build Period.
- D) A summary of the proposed approaches to environmental and hazardous materials mitigation describing, at a minimum, the following:
 - 1) A summary of the key elements of the Environmental Compliance and Mitigation Plan, including the approach to environmental management, describing the efforts needed to meet or exceed the commitments made in the Final Environmental Impact Statement (FEIS) and the Record of Decision (ROD) and Governmental Approvals as applicable to the Project; and
 - 2) A summary of the key elements of the Hazardous Materials Management Plan, including how the Proposer will identify and handle hazardous and contaminated materials.
- E) A summary of the key elements of the Disadvantaged Business Enterprise (DBE) Outreach and Participation Plan, describing the following:
 - 1) The approach for meeting the DBE goal during the Design-Build Period and how DBE participation will be monitored and tracked;
 - 2) The approach for meeting DBE goals during the Operating Period and how DBE participation will be monitored and tracked; and
 - 3) The approach for outreach efforts to inform the community of business opportunities and DBE recruiting for the Project.
- F) A summary of the key elements of the proposed Workforce Development Plan describing the approach to coordinating with local educational institutions and community organizations to promote training and sustainable job opportunities for area residents.
- G) A summary of the key elements of the Public Information and Communications Plan, describing, at a minimum, the following:
 - 1) The approach to identifying affected Stakeholders and the communications related to the Project, including, but not limited to, start date, construction duration, limits of construction, and traffic phasing;
 - 2) The approach for providing regular and timely updates to the public about the Project's schedule and advanced notice of construction activities; and
 - 3) The approach to coordinating with adjacent construction activities and projects.

A4.0 DESIGN AND CONSTRUCTION QUALITATIVE EVALUATION FACTOR

A4.1 OBJECTIVES

The objectives for the Design and Construction Qualitative Evaluation Factor seek to identify a Proposer that demonstrates the following:

- A) A clear understanding of the overall Project requirements through efficient and innovative design and construction concepts, and technical solutions that will comply with, meet, or exceed the requirements of this RFP;
- B) A comprehensive understanding of Project risks during design and construction with logical and executable approaches to mitigating and handling of those risks;
- C) An integrated design and construction approach that will optimize life cycle performance, enhance maintainability, and support efficient operations;
- D) A practical conceptual approach to aesthetic design of structures, hardscape, and landscape, particularly considering the Context Sensitive Solutions and Design (CSS/D) Meeting #1 and Meeting #2 Summary Reports and the design solutions of recent LA DOTD projects identified in Section 13.3.1.2 of the Technical Provisions, and taking into account the LA DOTD's obligation to be effective stewards of public funds and implement cost-effective design solutions, balancing form and function; and
- E) A commitment to safety with clear, proven strategies for achieving a zero-incident culture.

A4.2 DESIGN AND CONSTRUCTION INFORMATION FOR VOLUME 3 OF THE TECHNICAL PROPOSAL

A4.2.1 Overall Technical Concept Qualitative Evaluation Subfactor

The Proposer shall provide a summary of the overall Project concept that will meet or exceed the requirements of the LA DOTD's goals for the Project (as identified in Section 1.1 of the Instructions to Proposers (ITP)), the Project scope, and the Technical Provisions. At a minimum, the following key elements shall be provided:

- A) A description and detailed layout of the overall Project concept, including, final bridge and roadway layout, incorporated Alternative Technical Concepts (ATC), all potential requests for Design Deviations, and any Design Deviations that are utilized by the Proposer and are identified in the Technical Provisions Section 2.4.15 and Table 2-7;
- B) A description and detailed layout of how the Project interfaces with existing infrastructure to remain in-place;

- C) Identification of limits of construction, proximity to surrounding properties, and layout of anticipated Right-of-Way (ROW) parcels and construction servitudes required to facilitate construction; and
- D) Identification of significant issues and risks facing the Developer and/or the LA DOTD and explanation of how those issues and risks will be addressed and/or mitigated through the Project concept.

A4.2.2 Structures and Foundations Qualitative Evaluation Subfactor

The Proposer shall provide a summary of the proposed structures and foundations that will meet or exceed the requirements of the LA DOTD's goals for the Project (as identified in Section 1.1 of the ITP), the Project scope, and the Technical Provisions. For bridge or foundation types not traditionally used by the LA DOTD, the Proposer shall include the information required pursuant to Section 13.3.1.1 of the Technical Provisions. At a minimum, the following key elements shall be provided:

- A) A description of the design methodology, materials, and construction procedures for the superstructure, substructure, and foundation systems that will provide the required structure design life, maximize design and construction efficiency, and produce aesthetic harmony for all structures;
- B) Type, size, and location details for all bridge structures, including any pier protection systems and wall location drawings (as applicable);
- C) Aesthetic concepts and renderings for the New Bridge, including, but not limited to, the following:
 - 1) Superstructure and substructure materials, elements, and configurations;
 - 2) Lighting concepts, types, and locations; and
 - 3) Daytime and nighttime aesthetic renderings depicting roadway, waterway, and birds' eye views of the proposed structure;
- D) Preliminary foundation design describing the foundation elements to be used for all structures and monitoring methods to ensure capacity and overall quality;
- E) A detailed description of the foundation system(s) to be utilized in and adjacent to the EDC contaminated area, including, but not limited to, type, size, location, preliminary loads, and how the aforementioned will avoid both short-term and long-term propagation of the existing contamination outside of its existing defined limits;
- F) The approach to rehabilitation and/or repair of existing structural elements at Ryan Street, Bilbo Street, and Bayou Verdine; and

- G) The proposed approach for the demolition and removal of the Existing Bridge, including approach structures and substructure elements, highlighting the methods and equipment to be used.

A4.2.3 Traffic Operations and Safety Qualitative Evaluation Subfactor

The Proposer shall provide a summary of the overall traffic operations and safety concept of the constructed facility that will meet or exceed the requirements of the LA DOTD's goals for the Project (as identified in Section 1.1 of the ITP), the Project scope, and the Technical Provisions. At a minimum, the following key elements shall be provided:

- A) A description and basis for the proposed traffic solutions and associated safety implications, including impacts to interchanges that may fall outside of the Project limits;
- B) A description and detailed layout of all final lane configurations, including, but not limited to, intersection control type and merge, diverge, and directional movements;
- C) A description and detailed layout of proposed permanent guide signage and pavement markings; and
- D) A description of the Intelligent Transportation Systems ("ITS") infrastructure, including, physical infrastructure and logical communications network architecture.

A4.2.4 Maintenance of Traffic and Construction Sequencing Qualitative Evaluation Subfactor

The Proposer shall provide a summary of the proposed maintenance of traffic plan and construction sequencing that will meet or exceed the requirements of the LA DOTD's goals for the Project (as identified in Section 1.1 of the ITP), the Project scope, and the Technical Provisions. At a minimum, the following key elements shall be provided:

- A) A description and layout of the maintenance of traffic plan for each construction phase, including, plan view drawings, typical sections, the use of detours (identifying specific routes), and the strategy to maintain traffic Level of Service (LOS);
- B) A description of the construction sequencing (identifying phasing schematics and construction areas) depicting the scheme, duration, and timing for closing and opening lanes to traffic;
- C) A description showing the work zone impact area that may be extended beyond the physical work zone locations that impacts other roadway corridors, other modes of transportation, and/or the regional transportation network;

- D) A description of how the maintenance of traffic will provide accessibility and safety for pedestrian, vehicular, rail, and navigation users; and
- E) A description and layout of how the Project will safely interface with the existing infrastructure to remain in-place and the traveling public, including, equipment staging and layout, site access, and material storage and laydown during construction activities.

A4.2.5 Roadway and Drainage Qualitative Evaluation Subfactor

The Proposer shall provide a summary of the proposed roadway and drainage systems that will meet or exceed the requirements of the LA DOTD's goals for the Project (as identified in Section 1.1 of the ITP), the Project scope, and the Technical Provisions. At minimum, the following key elements shall be provided:

- A) A description of the design solution and drawings showing geometric details of the proposed horizontal and vertical layouts, including, typical sections, plan and profile drawings, permanent barrier locations, cut/fill slopes, and identification of existing roadways to be removed or incorporated into the Project;
- B) A description of how roadside safety will be addressed, including, barriers, guard rails, and drainage structures;
- C) A description of the design methodology and proposed roadway and site drainage, including, drainage areas, hydraulic capacity requirements, material types, bridge scour analyses, and locations of major trunk lines, ditches, outfalls, and detention basins;
- D) Design for all pavements, including, design criteria and methodology, materials, and details of the internal drainage system of any aggregate base courses;
- E) A description and conceptual layout of roadway lighting and interface with existing systems; and
- F) A description and conceptual layout of the proposed restoration of open areas of LA DOTD retained ROW, including landscapes and hardscapes.

A5.0 OPERATIONS AND MAINTENANCE QUALITATIVE EVALUATION FACTOR

A5.1 OBJECTIVES

The objectives for the Operations and Maintenance Qualitative Evaluation Factor seek to identify a Proposer that demonstrates the following:

- A) An efficient and effective approach to operating and maintaining the Project with considerations to the Project lifecycle;

- B) A comprehensive understanding of and approach to maintenance during the Design-Build Period that allows traffic to be safely maintained and minimizes delays and inconvenience to pedestrian, vehicular, rail, and navigation users; and
- C) A comprehensive understanding of and approach to the operations and maintenance requirements through Routine Maintenance, Renewal Work, and Handback Work and that allows traffic to be safely maintained and minimizes delays and inconvenience to pedestrian, vehicular, rail, and navigation users.

A5.2 OPERATIONS AND MAINTENANCE INFORMATION FOR VOLUME 4 OF THE TECHNICAL PROPOSAL

The Proposer shall submit a summary of its approach to operations and maintenance management that will meet or exceed the requirements of the LA DOTD's goals for the Project (as identified in Section 1.1 of the ITP) and the Contract Documents. At a minimum, the following key elements shall be provided:

- A) Design-Build Period
 - 1) A summary of the Design-Build Period Operations and Maintenance (O&M) Plan, including the processes that will be employed for developing a program of Routine Maintenance; and
 - 2) A summary of the Proposer's Maintenance Management System for the Design-Build Period.
- B) Operating Period
 - 1) A summary of the Maintenance Management Plan for the Operating Period, including the processes that will be employed for developing a program of Routine Maintenance and Renewal Work;
 - 2) A summary of the Proposer's Maintenance Management System for the Operating Period; and
 - 3) A summary of the Handback Work Plan.

A6.0 TOLLING QUALITATIVE EVALUATION FACTOR

A6.1 OBJECTIVES

The objective for the Tolling Qualitative Evaluation Factor is to identify Proposers with a demonstrated ability to operate an interoperable tolling system for the New Bridge that delivers quality customer service for the varied user base.

A6.2 TOLLING INFORMATION FOR VOLUME 5 OF THE TECHNICAL PROPOSAL

The Proposer shall submit at a minimum the following information related to tolling systems implementation and operations of the New Bridge:

- A) A description of the tolling scheme, payment options, and interoperability features that it will implement for the New Bridge, including a description of the complete tolling solution for roadside and back office toll collection systems.
- B) A description of the business processes and services that the Proposer will implement to ensure a user-friendly, customer-focused approach, including the following:
 - 1) A description of the proposed process to work collaboratively with the LA DOTD to develop user-friendly business rules and policies to provide general alignment with other toll facilities in the state, including a discussion of key policy considerations and constraints;
 - 2) A description of proposed user-friendly toll collection payment methods and mobile technologies to serve the varied user base and how customers will be provided with alternative payment methods, focusing on facilitating ease of payments and options for all users, including the unbanked;
 - 3) A description for how the Proposer plans to deploy and operate all customer contact channels, including any storefront or satellite location(s), retail locations, and the Customer Service Center (“CSC”) along with a complete description of the system features for customer account management, locations, and hours of operations;
 - 4) A summary of the Proposer’s processing business rules, including invoicing processes/procedures, escalation of fees, collection procedures, and notices; and
 - 5) A description of the approach to engage and attract potential Users, including, discount programs or waivers, educational campaigns, and marketing strategies and tactics prior to toll commencement and during the O&M Period. Any description of discount programs or waivers shall be on a qualitative basis and represent a clear Proposer commitment to directly reduce toll rates for affected Users. This description shall not include the HOV Discount, which all Proposers must offer pursuant to Section 5.02(b) of the Comprehensive Agreement. Any commitments made or information related to discount programs or waivers disclosed by a Proposer will be contractual in nature and included in the Comprehensive Agreement prior to Commercial Close.

A7.0 FORMAT AND ORGANIZATION OF THE TECHNICAL PROPOSAL

The Technical Proposal must be submitted in the following format and on the forms contained in Appendix C – Proposal Forms:

**TABLE A
OUTLINE FOR SUBMISSION OF THE TECHNICAL PROPOSAL**

Section/Subsection Numbering	Section Title and Required Information	Reference
SECTION 1	LEGAL PASS/FAIL EVALUATION FACTOR INFORMATION	A2.2
	• Form of Proposal;	A2.2(A)
	• Form A, Proposer’s Organization Information;	A2.2(B)
	• Form B, Named Subcontractors and Suppliers;	A2.2(C)
	• Form C, Responsible Proposer Questionnaire;	A2.2(D)
	• Secretary of State Certificate of Authority, or commitment to become registered;	A2.2(E)
	• Licensing information;	A2.2(F)
	• Non-Collusion Form;	A2.2(G)
	• Form D, DBE Certification;	A2.2(H)
	• Form E, Certification Regarding Use of Contract Funds for Lobbying;	A2.2(I)
	• Organizational conflict of interest disclosure;	A2.2(J)
	• Form F, Commitment to Assign Identified Resources to Project;	A2.2(K)
	• Copies of approvals for changes in Key Personnel or organization;	A2.2(L)
	• Form G, Certification regarding Prohibition of Discriminatory Boycotts of Israel;	A2.2(M)
	• Form H, Payment for Work Product Agreement;	A2.2(N)
	• Surety(ies) commitment letter;	A2.2(O)
	• Form I-1, Proposal Bond, or Form I-2, Proposal Letter of Credit; and	A2.2(P)
	• Form K, Escrow Agreement.	A2.2(Q)
SECTION 2	PROJECT MANAGEMENT APPROACH QUALITATIVE EVALUATION FACTOR INFORMATION	A3.2
Section 2.1	Organizational Structure and Key Personnel Qualitative Evaluation Subfactor	A3.2.1
	• Organization Structure	A3.2.1(A)
	• Key Personnel, including Form J	A3.2.1(B)

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Section/Subsection Numbering	Section Title and Required Information	Reference
Section 2.2	Project Management Qualitative Evaluation Subfactor	A3.2.2
	• A summary of the Proposer’s understanding of the Project;	A3.2.2(A)
	• A summary of the key elements of the proposed draft Project Administration Plan;	A3.2.2(B)
	• A summary of the key elements of the draft Quality Management Plan;	A3.2.2(C)
	• A summary of the proposed approaches to environmental and hazardous materials mitigation;	A3.2.2(D)
	• A summary of the key elements of the DBE Outreach and Participation Plan;	A3.2.2(E)
	• A summary of the key elements of the proposed Workforce Development Plan; and	A3.2.2(F)
	• A summary of the key elements of the Public Information and Communications Plan.	A3.2.2(G)
SECTION 3.0	DESIGN AND CONSTRUCTION EVALUATION FACTOR INFORMATION	A4.2
Section 3.1	Overall Technical Concept Qualitative Evaluation Subfactor	A4.2.1
	• A description and detailed layout of the overall Project concept;	A4.2.1(A)
	• A description and detailed layout of how the Project interfaces with existing infrastructure to remain in-place;	A4.2.1(B)
	• Identification of limits of construction, proximity to surrounding properties, and layout of anticipated ROW parcels and construction servitudes required to facilitate construction; and	A4.2.1(C)
	• Identification of significant issues and risks facing the Developer and/or the LA DOTD and explanation of how those issues and risks will be addressed and/or mitigated through the Project concept.	A4.2.1(D)
Section 3.2	Structures and Foundations Qualitative Evaluation Subfactor	A4.2.2
	• A description of the design methodology, materials, and construction procedures for the superstructure, substructure, and foundation systems;	A4.2.2(A)
	• Type, size, and location details for all bridge structures;	A4.2.2(B)
	• Aesthetic concepts and renderings for the New Bridge;	A4.2.2(C)

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Section/Subsection Numbering	Section Title and Required Information	Reference
Section 3.3	<ul style="list-style-type: none"> Preliminary foundation design; 	A4.2.2(D)
	<ul style="list-style-type: none"> A detailed description of the foundation system(s) to be utilized in and adjacent to the EDC contaminated area; 	A4.2.2(E)
	<ul style="list-style-type: none"> The approach to rehabilitation and/or repair of existing structural elements at Ryan Street, Bilbo Street, and Bayou Verdine; and 	A4.2.2(F)
	<ul style="list-style-type: none"> The proposed approach for the demolition and removal of the Existing Bridge. 	A4.2.2(G)
	Traffic Operations and Safety Qualitative Evaluation Subfactor	A4.2.3
	<ul style="list-style-type: none"> A description and basis for the proposed traffic solutions and associated safety implications; 	A4.2.3(A)
	<ul style="list-style-type: none"> A description and detailed layout of all final lane configurations; 	A4.2.3(B)
	<ul style="list-style-type: none"> A description and detailed layout of proposed permanent guide signage and pavement markings; and 	A4.2.3(C)
	<ul style="list-style-type: none"> A description of the ITS infrastructure. 	A4.2.3(D)
	Maintenance of Traffic and Construction Sequencing Qualitative Evaluation Subfactor	A4.2.4
Section 3.4	<ul style="list-style-type: none"> A description and layout of the maintenance of traffic plan for each construction phase; 	A4.2.4(A)
	<ul style="list-style-type: none"> A description of the construction sequencing (identifying phasing schematics and construction areas); 	A4.2.4(B)
	<ul style="list-style-type: none"> A description showing the work zone impact area that may be extended beyond the physical work zone locations that impacts other roadway corridors; 	A4.2.4(C)
	<ul style="list-style-type: none"> A description of how the maintenance of traffic will provide accessibility and safety for pedestrian, vehicular, rail, and navigation users; and 	A4.2.4(D)
	<ul style="list-style-type: none"> A description and layout of how the Project will safely interface with the existing infrastructure to remain in-place and the traveling public. 	A4.2.4(E)
	Roadway and Drainage Qualitative Evaluation Subfactor	A4.2.5
	<ul style="list-style-type: none"> A description of the design solution and drawings showing geometric details of the proposed horizontal and vertical layouts; 	A4.2.5(A)
	<ul style="list-style-type: none"> A description of how roadside safety will be addressed; 	A4.2.5(B)
	<ul style="list-style-type: none"> A description of the design methodology and proposed roadway and site drainage; 	A4.2.5(C)
Section 3.5		

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Section/Subsection Numbering	Section Title and Required Information	Reference
	<ul style="list-style-type: none"> • Design for all pavements; 	A4.2.5(D)
	<ul style="list-style-type: none"> • A description and conceptual layout of roadway lighting and interface with existing systems; and 	A4.2.5(E)
	<ul style="list-style-type: none"> • A description and conceptual layout of the proposed restoration of open areas of LA DOTD retained ROW. 	A4.2.5(F)
SECTION 4.0	OPERATIONS AND MAINTENANCE QUALITATIVE EVALUATION FACTOR	A5.2
Section 4.1	<ul style="list-style-type: none"> • Design-Build Period <ul style="list-style-type: none"> • A summary of the Design-Build Period O&M Plan; and • A summary of the Proposer's Maintenance Management System for the Design-Build Period. 	A5.2(A)
Section 4.2	<ul style="list-style-type: none"> • Operating Period <ul style="list-style-type: none"> • A summary of the Maintenance Management Plan for the Operating Period; • A summary of the Proposer's Maintenance Management System for the Operating Period; • A summary of the Handback Work Plan. 	A5.2(B)
SECTION 5.0	TOLLING QUALITATIVE EVALUATION FACTOR INFORMATION	A6.2
	<ul style="list-style-type: none"> • A description of the tolling scheme and payment options that it will implement for the New Bridge; and 	A6.2(A)
	<ul style="list-style-type: none"> • A description of the business processes and services that it will implement to ensure a user-friendly, customer-focused approach. 	A6.2(B)

STATE OF LOUISIANA
I-10 CALCASIEU RIVER BRIDGE
PUBLIC-PRIVATE PARTNERSHIP PROJECT
CALCASIEU PARISH
STATE PROJECT NO. H.003931
FEDERAL AID PROJECT NO. 010121
FINAL REQUEST FOR PROPOSALS
ADDENDUM NUMBER 18
MAY 26, 2023
INSTRUCTIONS TO PROPOSERS
APPENDIX B
FINANCIAL PROPOSAL INSTRUCTIONS

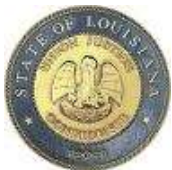


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EXHIBITS

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B1.0 GENERAL INSTRUCTIONS

This Appendix B – Financial Proposal Instructions to the Instructions to Proposers (ITP) specifies the financial information to be submitted by all Proposers.

All forms named herein are found in Appendix C – Proposal Forms to the Instructions to Proposers unless otherwise noted.

The Proposer shall submit all information as specified herein using the forms and formats specified. Alterations to the forms will only be permitted where specifically allowed and/or to allow for expansion of spaces for responses in order to accommodate inclusion of the information requested. Failure to provide all of the requested information on the forms and in the format specified may result in the Louisiana Department of Transportation and Development (LA DOTD) declaring the Financial Proposal non-responsive.

The Financial Proposal of the selected Proposer, or portions thereof at the LA DOTD's discretion, will be incorporated into the Comprehensive Agreement.

The electronic copy of the Proposer's Financial Proposal shall be submitted in searchable, read-only format, with the exception of the financial statements (income statement, balance sheet, and cash flow statement) required in accordance with Section B3.0 and the Initial Base Case Financial Model required in accordance with Section B5.0, which shall be submitted in Microsoft Excel format. Each section, as designated in this Section B1.0 shall be a separate file, and labeled as identified in Sections (A) through (E) of this Section B1.0 as follows, with the exception of the financial statements which shall be a separate file for each entity required to submit financial statements and include a cover sheet identifying the name of the organization and its role as the Proposer, an Equity Member, a Guarantor, or the Design-Build Contractor:

- A) Form FP;
- B) Minimum Financial Capacity information;
- C) Financing Plan;
- D) Initial Base Case Financial Model; and
- E) Toll Rate Schedule.

All information submitted in the Financial Proposal will be used for evaluating the Financial Proposal.

Text must be in English in a standard font, a minimum of 12 points in height, single-spaced, except for tables and forms (as found in Appendix C), which may be prepared using 10 points font, single-spaced.

Pages must be 8½ inch by 11 inch white paper. Pages shall be in single column format.

The Proposer shall number each page in each section consecutively (i.e., 1-1, 1-2; 2-1, 2-2). The Proposer shall include page numbers centered at the bottom of each page.

The Proposer shall present information clearly and concisely. Documentation that is illegible may be rejected and may lead to disqualification.

The information must be easily reproducible by normal black and white photocopying machines.

There is no overall page limit for the Financial Proposal.

B2.0 FORM FP – FINANCIAL PROPOSAL COVER SHEET

The Proposer shall submit Form FP – Financial Proposal Cover Sheet with its Financial Proposal. The signature requirements for Form FP are the same as the signature requirements for the Form of Proposal. (*See* Appendix A – Technical Proposal Instructions, Section A2.2(A).)

B3.0 MINIMUM FINANCIAL CAPACITY PASS/FAIL EVALUATION FACTOR

B3.1 OBJECTIVES

The objective of the Minimum Financial Capacity Pass/Fail Evaluation Factor is to identify Proposers with demonstrated capability to undertake the financial responsibilities associated with the Project.

The minimum financial capacity information provided by Proposers under Section B3.2 will be evaluated by the LA DOTD to identify (A) any material adverse change in the business, operations, financial condition, liabilities, or capitalization of any Equity Member, the DB Contractor, or any Guarantor since the SOQ submission, which has not been mitigated to the reasonable satisfaction of LA DOTD, and/or (B) any other condition or situation related to any Equity Member, the DB Contractor, or any Guarantor, that presents a significant risk to the Proposer's ability to satisfy its obligations under the Comprehensive Agreement, in LA DOTD's sole discretion.

Any failure by a Proposer to provide completed and executed Financial Officer's Certificates, or any failure to provide any information required in connection with such certificates, or any failure to disclose a prior or pending material change to the information, may result in a failure to receive a pass under the Minimum Financial Capacity Pass/Fail Evaluation Factor.

Further, at the sole discretion of the LA DOTD, the LA DOTD may, based upon the review of the minimum financial capacity information provided, specify that one or more acceptable Guarantors are required as a condition of selection, for any Equity Member or the DB Contractor, in which case the information required of such Guarantor shall be submitted by the Proposer upon request by the LA DOTD, and evaluated by the LA DOTD through the Minimum Financial Capacity Pass/Fail Evaluation Factor.

B3.2 MINIMUM FINANCIAL CAPACITY INFORMATION FOR THE FINANCIAL PROPOSAL

The Proposer shall provide the following minimum financial capacity information:

- A) Completed and executed Financial Officer's Certificates, in the form attached as Form FP-1 - Financial Officer's Certificate, from each of the following entities:
 - 1) The Proposer;
 - 2) Each Equity Member;
 - 3) The Design-Build Contractor (and if the Design-Build Contractor is a joint venture, all entities comprising the joint venture); and/ or
 - 4) Each Guarantor (if applicable).

If a Guarantor is provided for any Equity Members or the Design-Build Contractor, Form FP-1 - Financial Officer's Certificate only needs to be provided for the Guarantor and does not need to be provided for its guaranteed entity.

Such certificates shall be signed by the chief financial officer (or similar financial officer) of the respective entity listed above, dated not earlier than 14 calendar days prior to the Proposal Due Date; and

- B) For each entity for which financial capacity information was submitted with the Statement of Qualifications (SOQ) or with subsequent requests for change in its organization that were approved by the LA DOTD, the Proposer shall also provide any new or different financial capacity information that has become available since Proposer's SOQ or requests for change in organization submission that were approved by the LA DOTD, including any annual audited or unaudited interim financial statements that have become available and their notes and auditor opinions. The Proposer shall also provide the Income Statement, Cash Flow Statement, and Balance Sheet Statement in Microsoft Excel format and U.S. dollars for each of the entities required to submit new or different financial capacity information pursuant to this paragraph.

Note that, notwithstanding the requirement in Section 2.2 of the Instructions to Proposers (ITP), all amounts in the Proposal be expressed in United States (U.S.) dollars, all amounts in the financial statements must be presented in both U.S. dollars and their native reported currency. Additionally, all values that are converted should clearly state the conversion rate, source of the rate, and date of conversion.

If a Guarantor is provided for any Equity Members or the Design-Build Contractor, financial statements only need to be provided for the Guarantor and do not need to be provided for its guaranteed entity.

B4.0 FINANCING PLAN PASS/FAIL EVALUATION FACTOR

B4.1 OBJECTIVES

The objective of the Financing Plan Pass/Fail Evaluation Factor is to identify Proposers with Financing Plans which include all information required under Section B4.2 and which achieve the following:

- A) A Financing Plan that includes sufficient financing for all of the Proposer's obligations under the Comprehensive Agreement; and
- B) A Financing Plan that is feasible, sufficiently developed and has attracted sufficient support and commitment from lenders and investors (evidenced through Lender Support Letters, Debt Term Sheets, and Equity Member commitments, in each case compliant with Section B4.2) to satisfy the LA DOTD that there is no material risk on financial grounds of any performance failure, including failure to perform any of the following:
 - 1) Execution and delivery of the Comprehensive Agreement;
 - 2) Achievement of Financial Close on the terms committed within the Financial Proposal, include the Toll Rate Schedule; and
 - 3) Completion of the Developer's obligations as set forth in the Comprehensive Agreement and in accordance with the Contract Documents;
- C) Appropriate security packages, including from the Design-Build Contractor and the Equity Members, to support the Financing Plan; and
- D) Incorporation of the Public Funds Amount in the Financing Plan in an amount and on terms consistent with the requirements of the ITP and the Comprehensive Agreement.

Proposers should note that subject to compliance with the ITP, the suitability or desirability of different financial solutions included within any Financial Proposal is the Proposer's responsibility. Further, at the sole discretion of the LA DOTD, any failure by a Proposer to provide the completed and executed information required under Section B4.2 may result in a failure of such Proposer to receive a pass under the Financing Plan Pass/Fail Evaluation Factor.

B4.2 FINANCING PLAN INFORMATION FOR THE FINANCIAL PROPOSAL

The Financial Proposal shall include Proposer's description about its approach to financing the Project, which shall be comprised of the information described in this Section B4.2 and collectively referred to as the "Financing Plan."

B4.2.1 Overview

A short (no more than five pages) narrative overview of Proposer's Financing Plan, outlining Proposer's plan of finance and schedule and approach to achieve Financial Close. The overview shall include the following:

- A) Design-Build Period Sources and Uses: Summary of sources and uses of the Proposer's funding during the Design-Build Period;
- B) Financing Parties: The identity of any Lead Underwriter(s), other underwriters, placement agents or arranger(s), all Lenders, and each issuer of the letters of credit securing deferred Equity Contribution Amounts, as applicable;
- C) Upfront and Pursuit Costs: Summary of upfront development and pursuit costs, including the following:
 - 1) Upfront fees to be payable in connection with any Developer Debt and any letters of credit securing deferred Equity Contribution Amounts, including fees for loan arranging, bond underwriting, or guarantees; and
 - 2) Non-financing expenses such as Proposal development costs (including Design Work), legal, accounting, tax, financial, and other advisory fees, and Lenders' due diligence expenses, and any development fee for Equity Members, Equity-Related Entities, or equivalent;
- D) Financing Sources: The Proposer shall describe its Financing Plan and provide supporting evidence of the commitments from Lenders and Equity Members by addressing the following information:
 - 1) Developer Debt: The total amount of Developer Debt within the Proposer's Financing Plan, the type of debt, drawdown and repayment terms and schedules, and interest rates. If the Developer Debt will be comprised of more than one facility, the provider, key terms, and purpose of each facility shall be included;
 - 2) Equity: Identification of each Equity Member and each Equity-Related Entity, the total Equity Contribution Amount from each Equity Member, the type of equity contributions (Equity investment and/or Equity Member subordinated or junior debt), and all equity injection, distribution, interest and repayment terms, schedules, and return assumptions; and
 - 3) Details of any other forms of finance, including full details of any Planned Refinancings (assumed financial terms, debt sources, assumed Developer Debt/Equity principal amounts over the remaining Term, and, for each Planned Refinancing, the expected change in Developer capital structure post-Refinancing). Within each description of a Planned Refinancing in the Financing Plan, the Proposer shall include clear cross-references to all Planned Refinancing assumptions included in the Initial Base Case

Financial Model; however noting that, as stated in the Comprehensive Agreement, in no case shall a TIFIA Refinancing be considered a Planned Refinancing or an Exempt Refinancing.

- E) Operating Period Revenues and Cashflow Waterfall: Description of Proposer's projected revenues during the Project's Operating Period and cash flow waterfall, including (1) all Gross Revenues and other sources of revenue for the Project and amounts thereof, (2) a description of the order in which such revenues will be applied to pay Project expenses, and (3) a description of the anticipated Project expenses.

B4.2.2 Details for Lenders and Lender Support Letters

A Financing Plan may be based entirely on committed debt instruments, entirely on uncommitted debt instruments, or on combinations of the two.

The Financial Proposal shall include one or more letters (each, a "Lender Support Letter") from Proposer's Lender(s) and/or Lead Underwriter(s), including any underwriters, purchasers of a private placement (each of the investors), and monoline insurers, evidencing the relevant commitment to underwrite or provide Developer Debt facilities. The aggregate amount of the commitments reflected in the Lender Support Letters must be equal to or greater than the total amount of Developer Debt described in Proposer's Financing Plan and assumed in the Initial Base Case Financial Model.

The LA DOTD recognizes that the nature of commitment available for Bank Debt, Private Placement, and Bond financing may differ; however, each Lender Support Letter should provide the following:

- A) Describe the Developer Debt facility (or facilities) and/or hedging instrument(s) the relevant party will be providing and/or underwriting the amount(s) thereof, and for Bond or Private Placement financing, details of volume commitments;
- B) If available, describe the Lender's intentions with respect to any placement, arranging/syndication, sell-down, or other marketing activities related to part or all of the committed/underwritten amount, versus the amount the Lender anticipates it will ultimately hold;
- C) Confirm that (1) the required board or credit committee approvals have been obtained, (2) such approvals are not, and will not be, subject to contingencies (other than further customary due diligence in respect of any Bond financing) or conditions precedent (other than those contemplated in (3) in this paragraph), and (3) drawdowns from the relevant Developer Debt facility will not be subject to contingencies or conditions precedent other than those customary for financings for projects similar to the Project (as described in the relevant Debt Term Sheet);
- D) Evidence of the Lender's review and acceptance, in principle, of the Lenders' traffic and revenue, technical, legal, and insurance due diligence reports; and

- E) As applicable:
- 1) For Lenders, excluding Bond underwriters and purchasers in a Private Placement, the most recent ratings for the Lender providing such Lender Support Letter, which demonstrates one or more long-term, unsecured debt ratings of at least “A-” (or its equivalent) from such Rating Agencies, as well as any rating actions which have occurred over the 12-month period prior to the date of such Lender Support Letter;
 - 2) If a Bond financing is included in the Financial Proposal, evidence that at least one of the senior managers within the underwriting team or agency team, as applicable, has acted as a senior manager on: (i) for Bond underwriters, over \$1 billion of publicly offered bonds, and/or (ii) for placement agents, over \$1 billion of private placements; in each case, that were issued within the past five years to finance infrastructure projects that were projects that were project financed, privately financed or delivered under public-private partnership frameworks; and
 - 3) If the Financial Proposal includes a Private Placement, include: (i) a report from BrokerCheck (<http://brokercheck.finra.org>) for each private placement agent, if applicable, evidencing that private placement agent’s proper registration and licensing to act in such capacity; (ii) confirmation that the Private Placement is exempt under Section 4(a) of the Securities Act of 1933, as amended, and indicate which exemption is being relied upon; and (iii) a list of the purchasers of the Private Placement of each of their Lender Support Letters.

B4.2.3 Debt Term Sheets

The Financial Proposal shall include copies of the final term sheets for each Developer Debt facility (each, a “Debt Term Sheet”), the terms of which shall be agreed by each relevant Lender (as evidenced by each Lender’s Lender Support Letter). To the extent a Debt Term Sheet has been attached and incorporated into a Lender Support Letter, it does not need to be provided again separately pursuant to this section.

At a minimum, each Debt Term Sheet shall provide sufficient details regarding the following terms (in each case, to the extent applicable):

- A) Identity of lead arrangers, lead managers, underwriting banks, monoline insurers, debt investors, and/or other providers that have given indications/commitments;
- B) Type and purpose of facility;
- C) Amounts to be provided/approved or sought by each Lender;
- D) The expected terms and conditions for the Bank Debt, Private Placement, or Bond Facilities, such as conditions precedent to drawdown or issuance, representations and warranties, covenants (including details of coverage ratios and the traffic and

revenue studies relied on by Lenders), refund policy of any commitment fees in the event the Comprehensive Agreement is terminated prior to financial close, and any default provisions;

- E) Drawdown schedule, interest and principal repayment moratorium, repayment schedule and final maturity date, events of default, security required (including any guarantees), and any reserve accounts;
- F) Interest rates (whether fixed or floating) specifying Base Rate, credit spreads and margins, and the reference interest rates that are relevant to the Proposal;
- G) Any swaps or other proposed hedging arrangements in relation to interest rate risks or loan/funding amounts denominated in currencies other than U.S. dollars;
- H) Maximum and average life of debt;
- I) All commitment, arrangement, and other fees, if any, necessary for the Proposer to provide the deliverables required prior to Financial Close (excluding financing efforts and deliverables); and
- J) Detailed description of all collateral that will be pledged to the Lenders by the Proposer or Equity Members, and any other credit support provided to Lenders, including any letters of credit from Equity Members covering deferred Equity Contributions, and the security packages, including any surety bonds, liquid security, or guaranties to be provided by or on behalf of any entity comprising the Design-Build Contractor, the O&M Contractor, or the Tolling Operator (as applicable).

B4.2.4 Other Supporting Information

The Proposer shall also provide the following information:

- A) Include the Lender technical advisor's due diligence report in final form;
- B) Include the Proposer's traffic and revenue report in final form, consistent with the demand and toll rate assumptions included in the Initial Base Case Financial Model and with the requirements of B5.2.1.1.D below; and
- C) Include the Lender's traffic and revenue report in final form together with an opinion letter from the Proposer's traffic and revenue forecasting firm stating that the base case traffic projections are reasonable and the report is acceptable for use in financing the Project.

B4.2.5 Rating Agency Letters

Should the Financing Plan include any issuance of securities by or on behalf of the Proposer for which credit ratings have been or will be obtained, the Proposer shall provide such indicative credit ratings by Rating Agencies on such securities, as the Lenders shall require. The LA DOTD

does not require that Proposers obtain any additional credit ratings beyond those already required by Lenders.

B4.2.6 Details of Equity Source and Equity Member Letters

For each equity source, the Proposer shall provide the following as evidence of the Equity Members' commitment to provide their Equity Contribution Amounts:

- A) Each Equity Member shall identify the funding source for its Equity Contribution Amount and demonstrate that all necessary funds will be readily available for the anticipated date of Financial Close. Depending on who will be the contributor of Equity, include the following:
 - 1) In cases where the Equity is contributed by an investment fund, please identify: (a) the date the fund was established; (b) the amount raised in the investment fund; (c) the total amounts of undrawn and immediately available funds which are committed to be invested in the Project; (d) documentation evidencing the availability of funds described in (c) (e.g., confirmation from the fund administrator of undrawn and available funds); and (d) fund managers and general characteristics of the fund investors; and
 - 2) In cases where the Equity Member intends to contribute Equity through use of internal resources (e.g., a corporate entity supplying its own capital), please identify: (a) where and how the Equity commitment will be sourced; and (b) total amounts of funds available to be invested in the Project;
- B) Written documentation of action taken by each Equity Member's board (or any other relevant corporate or governance body from which authorization is required), authorizing such Equity Member to submit the Financial Proposal as a member of the relevant Proposer and acknowledging the portion of the Equity Contribution Amount such Equity Member will be required to provide;
- C) A description of the percentage, form, and timing of the total Equity Contribution Amount to be made by each Equity Member, and an organizational chart describing the role, purpose, ownership, and flow of funds through any Equity-Related Entities between any Equity Member and the Developer. Describe any future Equity Transfers anticipated by any Equity Member, including those occurring at the close-off of investment funds should they mature before the end of the Term; and
- D) If applicable, the terms and conditions of the Equity Contribution Amount, including, dividend rights attaching to shares or partnership interests, and the extent to which funds are committed.

B4.2.7 Schedule for Commercial and Financial Close

The Financing Plan shall include a detailed schedule of activities and deliverables necessary to reach Commercial Close and Financial Close. The schedule shall reflect the Financial Close Date as identified in Section B5.2.1.2(A) and as stated in the Proposer's preliminary baseline schedule submitted in accordance with Appendix A – Technical Proposal Instructions, Section A3.2.4(B).

B4.2.8 Form FP-2 – Schedule of Prices

The Design-Build Price shall be provided on Form FP-2, Schedule of Prices, in nominal, year-of-expenditure U.S. dollars. The Design-Build Price shall be consistent with the Escrowed Proposal Documents and shall include all expected payments to the Design-Build Contractor, but shall not include the following:

- A) The Active Transportation Allowance;
- B) Financing costs (including, but not limited to, interest and fees related to either Developer Debt or Equity);
- C) Upfront development fees or pursuit costs for Equity Members, Equity-Related Entities, or the Developer;
- D) The cost of Operating Period O&M Work, O&M mobilization, and O&M recruitment; and
- E) Costs related to the formation and administration of the Developer entity or any Equity-Related Entities.

B5.0 FINANCIAL MODEL PASS/FAIL EVALUATION FACTOR

B5.1 OBJECTIVES

The objective of the Financial Model Pass/Fail Evaluation Factor is to identify Proposers which have submitted a fully functional, working Initial Base Case Financial Model, and a Model Audit Report, that are both compliant with all requirements of Section B5.2.

The Initial Base Case Financial Model and the Model Audit Report will be evaluated by the LA DOTD to identify that:

- A) The Initial Base Case Financial Model calculations and outputs are consistent with the Proposer's Financing Plan;
- B) The Initial Base Case Financial Model is free of material mechanical errors and has transparent calculations, in each case as evidenced by the Model Audit Report; and
- C) The Initial Base Case Financial Model is compliant with all other requirements of the LA DOTD set forth in Sections B5.2 and B6.2.

Proposers should note that the Initial Base Case Financial Model of the Proposer (including the Toll Rate Schedule from Form FP-3 and the Windfall Proceeds Tiers calculations from Form FP-4A), subject to any future Financial Model Updates after the Proposal Due Date, will serve as the Base Case Financial Model and (in the case of Forms FP-3 and FP-4A) will be included within the Comprehensive Agreement. Any failure to meet the requirements of Sections B5.2 and B6.2 may result in a failure to receive a pass under the Financial Model Pass/Fail Evaluation Factor.

B5.2 FINANCIAL MODEL INFORMATION FOR THE FINANCIAL PROPOSAL

The Financial Proposal shall include an Initial Base Case Financial Model. The Initial Base Case Financial Model, which generates the Toll Rate Schedule and financial projections contained in the Financial Plan, shall be an electronic file constructed in a Microsoft Excel format and shall not require the use of external calculations or modules. Proposers are encouraged to make the Initial Base Case Financial Model as user-friendly as possible. The Initial Base Case Financial Model must comply with the requirements set out in this Section B5.2.

B5.2.1 Financial Model Format

The Initial Base Case Financial Model shall satisfy each of the following requirements:

- A) Each worksheet of the Initial Base Case Financial Model shall identify the Financial Model version and the date of issue. The Initial Base Case Financial Model Microsoft® Excel file shall not be password-protected. No part of the Initial Base Case Financial Model (cell, column, row, sheet, macro, or otherwise) shall be separately hidden, locked, or protected with a password;
- B) All calculations shall be coded to provide exactly what they purport to represent (i.e., no balancing figures). Proposers are encouraged to avoid the use of circular references in calculations. When used, those shall be fully detailed and explained in the Assumptions and Instructions Book. For all macros, all programming code shall be made visible (i.e., not password protected), well-structured, and fully documented;
- C) Other than an optional title/disclaimer and/or instructions worksheet, the Initial Base Case Financial Model shall use only the following three types of worksheets:
 - 1) Input Worksheets – which shall include data and assumptions to be hard-coded but not calculations;
 - 2) Calculation Worksheets – which shall consist of the individual calculations that support each line of all outputs and reports. There shall be no duplication of calculations (with the exception of simple formulae such as sums and check totals) nor shall input cells be hard-coded in calculation sheets; and
 - 3) Output Worksheets – which shall be used to display and generate model outputs. No input cells shall be hard coded in output sheets and no

calculations, except for simple formulae such as sums and check totals must be performed here;

- D) A separate color-coding scheme (e.g., blue font on yellow fill color) shall be consistently used for input cells and/or cells that reference other worksheets, however the scheme shall be distinct for each. Other color coding can also be used, but must be fully explained in the model's instruction worksheet (if used) and/or the Assumptions and Instruction Book;
- E) For each calculation or output worksheet using time periods, the following requirements apply:
 - 1) A column shall be used for the same period in each of its occurrence within the worksheet (e.g., July 1, 2021, through June 30, 2022, for entire column G);
 - 2) A row shall generally contain only one formula, copied across all columns within the worksheet. Cells in which a different formula is used (e.g., the first column or a row total) shall be clearly indicated (e.g., by color, border, or label); and
 - 3) Values that are obtained from input worksheets shall be clearly indicated (e.g., by color or label).

B5.2.1.1. Financial Model Inputs and Structuring Assumptions

The Initial Base Case Financial Model shall be developed with reference to the following key inputs and assumptions:

A) Specific Project Dates

Proposers shall assume a Financial Close date as shown in Section 1.8.1 of the ITP, and an indexation base date (defined as "CPI_{PDD}" under the Comprehensive Agreement) that is the Proposal Due Date.

B) Currency

The Initial Base Case Financial Model shall be in U.S. dollars.

C) Periods

The Initial Base Case Financial Model shall be constructed to include key financial statements and ITP-required outputs to conform to monthly periods during the design and construction of the Project, and semi-annual periods thereafter.

D) Revenues and Transactions

All demand and toll rate assumptions shall be clearly stated in the Initial Base Case Financial Model, with supporting detail being provided in the Instructions and Assumptions Book. The level of detail in the Instructions and Assumptions Book shall be sufficient to enable independent verification of individual revenue assumptions. While aggregate revenue estimates may be used as an input within the Initial Base Case Financial Model, a detailed breakdown, supported by any traffic and revenue studies undertaken by the Proposer, shall be supplied as an appendix to the Instructions and Assumptions Book, such that there is a transparent relationship between demand, toll rates, toll transactions, and toll revenues.

E) Expenditure

All cost assumptions shall be clearly stated in the Initial Base Case Financial Model, with additional detail being provided in the supporting Instructions and Assumptions Book. The level of detail in the Instructions and Assumptions Book shall be sufficient to enable independent verification of individual cost assumptions. Where aggregate costs are used as an input within the Initial Base Case Financial Model, a detailed breakdown shall be supplied as an appendix to the Instructions and Assumptions Book, such that there is a transparent relationship between costs and the price of the service to the LA DOTD. At a minimum, the Initial Base Case Financial Model shall include a detailed breakdown of all Design-Build Work expenditures, and other capital expenditures including development and pursuit costs (including details of the anticipated construction “S-curve” and ROW acquisition costs), and fees payable in connection with any Developer Debt and letters of credit supporting deferred Equity Contributions Amounts.

The Initial Base Case Financial Model should provide details regarding Proposer’s anticipated maintenance work expenditures, separated out by Routine Maintenance and Renewal Work (including Handback Work, in each year of the Operating Period.

F) Financial Metrics for Developer Debt

All financial metrics for Developer Debt and associated instruments (such as swaps), including Benchmark Rates and credit spread assumptions for applicable maturities within each debt structure shall be clearly shown in the Initial Base Case Financial Model.

G) Financial Metrics for Equity

All financing metrics for Equity Contribution Amounts shall be clearly shown in the Initial Base Case Financial Model.

H) Reserve Accounts

Funding source(s) and deposits into and drawdown of reserve accounts shall be clearly shown in the Initial Base Case Financial Model.

I) Contingencies

The Initial Base Case Financial Model shall make clear where contingencies have been included by Proposers.

J) Macroeconomic Assumptions

All macroeconomic assumptions used within the Initial Base Case Financial Model shall be clearly stated.

K) Inflation Indices

If inflation indices other than the Consumer Price Index – South Census Region CPI-U (“All items in South urban, all Urban Consumers (not seasonally adjusted)”) (“CPI”) are used within the Initial Base Case Financial Model (e.g., to inflate wages) then these shall be clearly stated as separate inputs.

L) United States Generally Accepted Accounting Principles (“GAAP”)

Financial information submitted by Proposers must be as internally consistent and transparent as possible in order to facilitate its evaluation. Proposers must fully reflect all financial information in accordance with GAAP (or non-GAAP as permitted hereunder) in the preparation of the Financing Plan and in the construction of the Initial Base Case Financial Model. Proposers shall make clear which accounting standard is being used, apply it consistently, and describe any areas that require a material interpretation and the applicable rule. In no circumstances will the LA DOTD be held responsible for incorrect or aggressive application of accounting standards.

M) Tax Laws and Regulation

Net taxable income projections must be provided in accordance with all applicable federal, state, and local tax regulations, and should be clearly detailed in the assumption book. In no circumstances will the LA DOTD be held responsible for any Proposer’s tax assumptions.

N) Tax Allowances

The Initial Base Case Financial Model shall clearly show the assumptions regarding tax allowances being claimed.

O) Interest Rates and Credit Spread Inputs

The Initial Base Case Financial Model shall be able to separately accommodate interest rates and credit spread inputs for each and every Benchmark Rate and term to be used for the Developer Debt facilities (differentiating inputs for each Developer Debt facility, if applicable). The Initial Base Case Financial Model must be able to be solved with multiple term structures and scales, including with the coupon structures corresponding with the Baseline Credit Spreads.

P) Investment Contract Rates

The Initial Base Case Financial Model shall be able to accommodate one or more investment rates associated with the bond funded construction account and clearly illustrate an isolated calculation of interest on said account.

Q) Public Funds Amount

The timing and amount of the Public Funds Amount should be clearly identified in the Initial Base Case Financial Model, and consistent with the information provided on Form FP-2A and the terms of the Comprehensive Agreement.

B5.2.1.2. Financial Model Outputs - General

The Initial Base Case Financial Model shall include the following:

- A) A summary sheet which includes a sources and uses of funds statement, graphs of coverage ratios, a profile of cash balances (that confirms the financial feasibility of the Project, including all required reserves as prescribed by Lenders) and all revenues and expenses under the Initial Base Case Financial Model;
- B) Financial statements in nominal terms for each period. More specifically, the Initial Base Case Financial Model shall include, at a minimum, each of the following output worksheets displaying information on an annual basis:
 - 1) Proposer annual balance sheet;
 - 2) Proposer annual profit and loss statement; and
 - 3) Proposer annual cash flow statement;
- C) Cash cascade in order of seniority (consistent with the Debt Term Sheets);
- D) The calculation of the Initial Equity IRR;
- E) Debt to equity ratio for all periods, defined as the ratio of total debt to total equity and quasi-equity;

- F) Weighted average cost of capital (the average cost of equity and debt weighted by the prevailing proportions of debt to equity for the initial design and construction) over the Term of the Comprehensive Agreement;
- G) For each annual period of each loan, all actual and average ratios required by the Debt Term Sheets, including, at a minimum, the debt service cover ratio and loan life coverage ratio;
- H) For each period of each loan, show all commitment, arrangement, and other required fees;
- I) Appropriate reserves as required by the Debt Term Sheets, which may include a debt service reserve account and a maintenance reserve account;
- J) The impact of all claims for tax allowances made by the Proposer;
- K) The Toll Rate Schedule for all required vehicle classifications on Form FP-3 and compliant with the requirements of Section B6.2 below; and
- L) Forms FP-4, FP-4A, and FP-5 compliant with the requirements of Sections B5.2.1.3 and B6.2 below.

B5.2.1.3. Financial Model Outputs – Windfall Proceeds Tiers

Each Proposer shall provide a completed Form FP-4A, which will include the Proposer's proposed Windfall Proceeds Tiers for inclusion as Attachment 1 to Exhibit C of the Comprehensive Agreement. Form FP-4A must link to the Proposer's Initial Base Case Financial Model, and must conform to the following key assumptions and requirements set out below.

- A) Calculation of Ceilings and Floors
 - 1) Windfall Proceeds Tier 1 Ceiling: For each Agreement Year, each Proposer must first populate the Windfall Proceeds Tier 1 Ceiling into the relevant column on Form FP-4A, by inserting the aggregate Toll Revenues included in the Initial Base Case Financial Model for each Agreement Year. This column of Form FP-4A should be inserted on a cumulative basis, and should be straightforward for the LA DOTD to reconcile with the Proposer's Form FP-4.
 - 2) Windfall Proceeds Tier 2 Ceiling: Each Proposer must populate the Windfall Proceeds Tier 2 Ceiling into the relevant column on Form FP-4A, by inserting the aggregate Toll Revenue required in the Initial Base Case Financial Model in each Agreement Year, required to achieve the Initial Equity IRR plus 2%. This column of Form FP-4A should be inserted on a cumulative basis, and should be straightforward for the LA DOTD to validate through sensitivity analysis on the Initial Base Case Financial Model.

- 3) Windfall Proceeds Tier 3 Ceiling: Each Proposer must populate the Windfall Proceeds Tier 3 Ceiling into the relevant column on Form FP-4A, by inserting the aggregate Toll Revenue in the Initial Base Case Financial Model in each Agreement Year, required to achieve the Initial Equity IRR plus 4%. This column of Form FP-4A should be inserted on a cumulative basis in each Agreement Year, and should be straightforward for the LA DOTD to validate through sensitivity analysis on the Initial Base Case Financial Model.
- 4) Windfall Proceeds Tier Floors: Floors for each Windfall Proceeds Tier in Form FP-4A should automatically populate from the ceilings provided above, but in any event should conform to the relevant defined terms in Exhibit A to the Comprehensive Agreement.

B) Revenue Profile and Operating Costs for Windfall Proceeds Tiers

The increases to the aggregate Toll Revenue made by Proposers to calculate the Windfall Proceeds Tier 2 Ceiling and the Windfall Proceeds Tier 3 Ceiling must follow the following requirements of the LA DOTD:

- 1) The cumulative profile of Toll Revenues proposed by each Proposer for the Windfall Proceeds Tier 2 Ceiling and the Windfall Proceeds Tier 3 Ceiling must be identical to the revenue profile for the Proposer's Windfall Proceeds Tier 1 Ceiling (i.e., Tier 2 and Tier 3 should follow the same cumulative profile of aggregate Toll Revenues for Tier 1, as provided in the Initial Base Case Financial Model, which results in the Initial Equity IRR and is included on Form FP-4); and
- 2) Proposers, at their discretion, may include additional per-transaction variable tolling operating expenses as part of calculating the aggregate Toll Revenue required to achieve the Windfall Proceeds Tier 2 Ceiling and the Windfall Proceeds Tier 3 Ceiling, but no other expenses of any nature are to be included. All expenses used to derive the Proposer's calculations of the Windfall Proceeds Tier 2 Ceiling and the Windfall Proceeds Tier 3 Ceiling must be clearly explained and justified on Form FP-4A, and should be straightforward for the LA DOTD to identify and reconcile with any comparable per-transaction expenses included within the Initial Base Case Financial Model and used in the calculation of the Initial Equity IRR.

In accordance with Section B5.2.2, Proposers must embed functionality within the Initial Base Case Financial Model to facilitate the LA DOTD's review and sensitivity analysis of the Proposer's approach to the Windfall Proceeds Tier calculations included in Form FP-4A. Proposers should provide clear and straightforward instructions for the LA DOTD to perform sensitivity analysis, to allow the LA DOTD to validate the proposed calculation of aggregate Toll Revenues (net of any additional per-transaction variable operating expenses) leading to the increases to the Initial Equity IRR required for the Windfall Proceeds Tier 2 Ceiling and the Windfall Proceeds Tier 3 Ceiling.

B5.2.2 Financial Model Functionality and Sensitivity Analysis

The Initial Base Case Financial Model shall be able to provide the ability for the LA DOTD to run sensitivities to absolute or percentage changes, whichever is appropriate, in each of the following areas:

- A) Traffic and revenue;
- B) Inflation rates;
- C) Interest rates;
- D) Capital costs;
- E) Operating costs, maintenance costs, and rehabilitation costs.

Running a sensitivity analysis shall only require change to a single model input. The LA DOTD anticipates that when an input variable is changed the effect will flow through the model to all relevant outputs (subject to re-optimization of the Initial Base Case Financial Model through the use of a macro, if applicable).

B5.2.3 Financial Model Scenario(s)

The Initial Base Case Financial Model will provide and include the Initial Base Case Financial Model inputs, outputs, and specifications for different scenarios that the LA DOTD may require as part of the ITP.

B5.2.4 Financial Instructions and Assumptions Book

On a separate tab within the Initial Base Case Financial Model, the Proposer shall provide details of how the Initial Base Case Financial Model operates, particularly in regard to changing the Benchmark Rates and Credit Spread assumptions, to ensure that LA DOTD will be able to read, use, and modify the data contained therein and to allow LA DOTD to conduct a detailed sensitivity analysis. Such details shall include identifying all worksheets and describing their respective functions.

The instructions shall include step-by-step instructions on the procedure to run and to optimize the Initial Base Case Financial Model, including any constraints imposed by Lenders on results of downside sensitivities. The instructions shall also explain how to print model outputs.

Additionally, the Proposer shall submit an Instructions and Assumptions Book as a separate tab within the Microsoft Excel Initial Base Case Financial Model or as a separate Microsoft Word or Adobe .pdf file describing fully all the assumptions underlying the financial projections within the Initial Base Case Financial Model and, at a minimum, include the items listed below:

- A) The logical layout and structure of the Initial Base Case Financial Model, including the names and purpose of all worksheets and a description of the color coding and/or labeling scheme(s);

- B) Dates as listed in the Contract Documents;
- C) Financial assumptions, including Benchmark Rates, the sources which constitute the basis of such assumptions, and where different, specific inflation relating to each component of expenditure, including construction costs and revenue for each year;
- D) Forecast capital expenditure, presented in year of expenditure prices and classified in accordance with the construction cost categories outlined in Form FP-2, Schedule of Prices;
- E) Depreciation assumptions, split between the various categories of fixed asset;
- F) Operations and maintenance costs;
- G) Traffic assumptions underlying the revenue forecasts, consistent with any traffic and revenue studies undertaken by the Proposer, which must be supplied as an appendix to the Instructions and Assumptions Book as required in Section B5.2.1.2(D);
- H) All financing assumptions, including, but not limited to, drawdowns, capital repayment moratoria, repayment schedules and maturity, interest rates and margin, and arrangement and other fees (all must be referenced to the relevant credit provider term sheet) in the Initial Base Case Financial Model; and
- I) A detailed description of the function and intended use of all macros.

All third party reports developed to support the revenue and cost estimates used in developing the Initial Base Case Financial Model shall be included as appendices to the Financial Proposal.

B5.2.5 Financial Model Audit Report and Opinion

The Initial Base Case Financial Model must be audited by an independent, nationally recognized model audit firm (the “Model Auditor”) at the Proposer’s sole expense.

The Model Auditor engaged by a Proposer shall not be affiliated with the Proposer and shall be subject to the organizational conflict of interest requirements set forth in ITP Section 1.10. The Initial Base Case Financial Model audit for the purposes of the Financial Proposal may be the same one required by Lenders, provided such audit meets the requirements of this Section B5.2.5.

The Financial Proposal shall include a copy of the audit report for the Initial Base Case Financial Model (the “Model Audit Report”). As part of the Model Audit Report, the Proposer shall provide the LA DOTD with an opinion from the Model Auditor stating that the Initial Base Case Financial Model is (A) free of mechanical errors; (B) suitable for use in connection with the Financial Model Update procedures, including the procedures for changes to the Financial Model Formulas set out in the Comprehensive Agreement; and (C) consistent with the requirements of the Comprehensive Agreement and the ITP. The Model Auditor is not required to provide an

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opinion as to whether the financial statements for future periods are in compliance with United States GAAP.

B5.2.6 Proposer Responsibility for Errors

Each Proposer shall be entirely responsible for ensuring the correctness and accuracy of its Initial Base Case Financial Model, including Form FP-3. No Proposer will be entitled to any increase in the toll rates on Form FP-3 or the Public Funds Amount, or any modification to any provision of the Comprehensive Agreement, based on any later-discovered errors in the results from the Proposer's Initial Base Case Financial Model audit or a discovery of one or more erroneous inputs, outputs, or formulas.

B6.0 TOLL RATE SCHEDULE QUANTITATIVE EVALUATION FACTOR

B6.1 OBJECTIVE

The sole objective for the Toll Rate Schedule Quantitative Evaluation Factor is to identify a Proposer that demonstrates the lowest feasible toll rates for all vehicle classifications that conform with the Toll Rate Schedule requirements included in Section B6.2 below and with the Proposer's toll information submitted in accordance with Appendix A – Technical Proposal Instructions, Section A6.2.

The “lowest feasible toll rates for all vehicle classifications” referred to in this Section B6.1 will be identified through the LA DOTD's evaluation of the weighted average of all toll rates included within a Proposer's Form FP-3 (excluding the peak period Auto-Local HOV and Auto HOV toll rates on Form FP-3 which include the required HOV Discount in accordance with Section B6.2(G) below).

The weighted average shall be calculated to the nearest whole one cent (rounding up), using the weightings below (hereinafter, the “Financial Proposal – Weighted Average Calculation” or “FP-WAC”):

Auto - Local					Auto						Medium Truck / Trailer				Large Truck / Trailer				Total
Peak			Off-Peak		Peak				Off-Peak		Peak		Off-Peak		Peak		Off-Peak		
AVI	AVI (HOV)	Non-AVI	AVI	Non-AVI	AVI	AVI (HOV)	Non-AVI	Non-AVI (HOV)	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	
21%	N/A	N/A	21%	N/A	7%	N/A	7%	N/A	7%	7%	3%	2%	3%	2%	7%	3%	7%	3%	100%

B6.2 TOLL RATE SCHEDULE INFORMATION FOR THE FINANCIAL PROPOSAL

Each Proposer shall provide a Toll Rate Schedule on a completed Form FP-3, and each Proposer shall complete Forms FP-4 and FP-5. All of Forms FP-3, FP-4, and FP-5 must be clearly included within the Financial Proposal and must conform and link to the toll information

provided by the Proposer in accordance with Appendix A – Technical Proposal Instructions, Section A6.2, and to the Initial Base Case Financial Model.

The Toll Rate Schedule provided by Proposers on Form FP-3 must conform to the following key assumptions and requirements set out below. Proposers should also review Exhibit A – Toll Rate Schedule Illustrative Instructions to this Appendix B – Financial Proposal Instructions, which is intended to summarize the instructions to Proposers set out below and illustrate the rules governing the relationships between the different toll rates required under Form FP-3.

A) Vehicle classifications

In conformance with Form FP-3, each Proposer shall submit toll rates for the following four vehicle classifications:

- 1) Auto – Local;
- 2) Auto;
- 3) Medium Truck/Trailer; and
- 4) Large Truck/Trailer.

No vehicle classification may have a toll rate on Form FP-3 of \$0. The shape-based requirements for each vehicle classification are included within the relevant defined terms in Exhibit A to the Comprehensive Agreement.

B) Toll rates for Auto-Local vehicle classification

Peak toll rates for the Auto-Local vehicle classification must be equal to or lower than \$2.00 (in real dollars at the Proposal Due Date).

C) Toll rates in real dollars

All toll rates on Form FP-3 shall be in real dollars at a base date (defined as “CPI_{PDD}” under the Comprehensive Agreement) that is the Proposal Due Date.

D) AVI and Non-AVI toll rates

For vehicle classifications Auto, Medium Truck/Trailer, and Large Truck/Trailer:

- 1) Each Proposer shall provide AVI and Non-AVI toll rates;
- 2) AVI toll rates must be lower than Non-AVI toll rates; and
- 3) Proposers must include a Non-AVI premium to be applied to AVI toll rates to generate the Non-AVI toll rates, and such premium must not exceed 50% of the corresponding AVI toll rate for such vehicle classification.

E) Peak and Off-Peak toll rates

For all vehicle classifications, each Proposer shall include peak and off-peak toll rates. The peak/off-peak toll rates may be differential rates, but such peak and off-peak toll rates will be subject to the parameters identified in B6.2.1(F) below relating to the relative relationship between different toll rates.

For peak and off-peak rates, each Proposer shall indicate the hours during which peak rates will be in place during weekdays (Monday – Friday) and during weekends (Saturday and Sunday). Each Proposer must include exactly five peak hours per 24 hour day, and peak hours must be between the hours of 5:00 a.m. and 8:00 p.m. (Central), and must be applied during no more than three windows per 24 hour day.

F) Required relationships between toll rates for different vehicle classifications

- 1) Toll rates for Auto – Local must be lower than or equal to the corresponding toll rates for Auto;
- 2) Toll rates for Auto must be lower than the corresponding toll rates for Medium Truck/Trailer;
- 3) Toll rates for Medium Truck/Trailer must be equal to or less than three times the toll rates for Auto, and lower than the corresponding toll rates for Large Truck/Trailer; and
- 4) Toll rates for Large Truck/Trailer must be equal to or less than five times the corresponding toll rates for Auto.

Proposers should note the requirements in Section B6.2(D) above, pursuant to which Proposers must include a Non-AVI premium to be applied to AVI toll rates for all vehicle classifications (with the exclusion of Auto-Local) to generate the Non-AVI toll rates in Form FP-3. This Non-AVI premium for vehicle classifications Medium Truck/Trailer and Large Truck/Trailer is not subject to the multipliers required under this Section B6.2(F)(3) and (4) above.

G) High Occupancy Vehicle (HOV) Discount

Proposers should note the requirements in Section 5.02(b) of the Comprehensive Agreement, pursuant to which Proposers must implement the LA DOTD's required HOV Discount. Proposers must offer the HOV Discount during all peak hours.

With respect to eligibility for the HOV Discount, Proposers should note that the Developer will have discretion to design and implement the final HOV Discount program, pursuant to Section 21.2.3(vi) of the Technical Provisions. Only Users that are designated as eligible under the Developer's HOV Discount program will receive the HOV Discount.

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Where relevant and eligible under the Proposer's proposed HOV Discount program, Proposers shall include the following information related to the HOV Discount on Forms FP-3, FP-4, and FP-5:

- 1) Form FP-3 shall include the peak Auto-Local AVI toll rate, and the peak Auto AVI and Auto Non-AVI toll rates, in each case (as relevant) including the required HOV Discount;
- 2) Form FP-4 shall include the Proposer's projected annual Toll Revenues from the peak Auto-Local and Auto vehicle classifications, in each case (as relevant) including the HOV Discount (i.e., showing the split between the assumed revenues from HOV Users versus non-HOV Users for each of the relevant Auto-Local and Auto vehicle classifications); and
- 3) Form FP-5 shall include the Proposer's projected toll transactions from the peak Auto-Local and Auto classifications, in each case (as relevant) including the HOV Discount (i.e., showing the split between the assumed transactions from HOV Users versus non-HOV Users for each of the relevant Auto-Local and Auto vehicle classifications).

Section B6.2(G) is not intended to adjust the Toll Rate Quantitative Evaluation Factor or to impact any of the weightings within the FP-WAC, nor does Section B6.2(G) adjust the terms of the Comprehensive Agreement or Technical Provisions. To the extent that a Proposer's proposed HOV Discount program does not designate certain Users as eligible for the HOV Discount, then a Proposer may insert "N/A" into the relevant cells of Forms FP-3, FP-4, or FP-5.

B7.0 FORMAT FOR SUBMISSION OF THE FINANCIAL PROPOSAL

The Financial Proposal must be submitted in the following format and on the forms contained in Appendix C – Proposal Forms:

**TABLE B
OUTLINE FOR SUBMISSION OF THE FINANCIAL PROPOSAL**

Section/Subsection Numbering	Section title and Required Information	Reference
Section 1	Form FP Financial Proposal Cover Sheet	B2.0
Section 2	MINIMUM FINANCIAL CAPACITY PASS/FAIL EVALUATION FACTOR	B3.2
	Form FP-1, Financial Officers Certificate	B3.2(A)
	Any new or different financial capacity information that has become available since the Proposer's SOQ submission for each entity for which financial capacity information was submitted with the SOQ	B3.2(B)

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Section/Subsection Numbering	Section title and Required Information	Reference
Section 3	FINANCING PLAN PASS/FAIL EVALUATION FACTOR	B4.2
Section 3.1	Overview, including the following: <ul style="list-style-type: none"> • Design-Build Period Sources and Uses; • Financial Parties; • Upfront and Pursuit Costs; • Financing Sources; and • Operating Period Revenues and Cashflow Waterfall 	B4.2.1
Section 3.2	Details for Lenders and Lender Support Letters	B4.2.2
Section 3.3	Debt Term Sheets	B4.2.3
Section 3.4	Other Supporting Information	B4.2.4
Section 3.5	Rating Agency Letters	B4.2.5
Section 3.6	Details of Equity Source and Equity Member Letters	B4.2.6
Section 3.7	Schedule for Commercial and Financial Close	B4.2.7
Section 3.8	Form FP-2, Schedule of Prices	B4.2.8
SECTION 4	FINANCIAL MODEL PASS/FAIL EVALUATION FACTOR	B5.2
Section 4.1	Financial Model Format, including the Initial Base Case Financial Model and the following: <ul style="list-style-type: none"> • Financial Model Inputs and Structuring Assumptions, including Form FP-2A; • Financial Model Outputs – General; and • Financial Model Outputs – Windfall Proceeds Tiers, including Form FP-4A. 	B5.2.1
Section 4.2	Financial Model Functionality and Sensitivity Analysis.	B5.2.2
Section 4.3	Financial Model Scenario(s).	B5.2.3
Section 4.4	Financial Instructions and Assumptions Book.	B5.2.4
Section 4.5	Financial Model Audit Report and Opinion.	B5.2.5
SECTION 5	TOLL RATE SCHEDULE QUANTITATIVE EVALUATION FACTOR	B6.2
	<ul style="list-style-type: none"> • Form FP-3; 	
	<ul style="list-style-type: none"> • Form FP-4; and 	
	<ul style="list-style-type: none"> • Form FP-5. 	

EXHIBIT A
TOLL RATE SCHEDULE ILLUSTRATIVE INSTRUCTIONS

This Exhibit A – Toll Rate Schedule Illustrative Instructions is intended to summarize the instructions to Proposers under ITP, Appendix B – Financial Proposal Instructions, Section B6.2. The table and accompanying notes below illustrate the rules governing the relationships between the different toll rates required under Form FP-3.

	Toll Rate Per Transaction (\$ real)																			
	Auto - Local					Auto						Medium Truck / Trailer				Large Truck / Trailer				
	Peak			Off-Peak		Peak				Off-Peak		Peak		Off-Peak		Peak		Off-Peak		
	AVI	AVI (HOV)	Non-AVI	AVI	Non-AVI	AVI	AVI (HOV)	Non-AVI	Non-AVI (HOV)	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	
Required toll rates under Form FP-3:	A	B		C		D	E	F	G	H	I	J	K	L	M	N	O	P	Q	
Relationship:	-	= 0.5 * A	-	-	-	-	= 0.5 * D	<= 1.5 * D	= 0.5 * F	-	<= 1.5 * H	<= 3 * D	<= 1.5 * J	<= 3 * L	<= 1.5 * M	<= 5 * D	<= 1.5 * N	<= 5 * H	<= 1.5 * P	

Each required toll rate on Form FP-3 is labelled A through N above.

Toll rates D (“Auto” AVI toll rates during Peak hours) and H (“Auto” AVI toll rates during Off-Peak hours) are used to calculate other toll rates directly or to generate the maximum amount allowed for other toll rates. Where relevant and eligible under the Proposer’s proposed HOV Discount program, toll rates A (“Auto-Local” AVI toll rates during Peak hours) and D and F (“Auto” AVI and Non-AVI toll rates during Peak hours) are also used to calculate the corresponding HOV toll rates for the relevant vehicle classifications. To the extent that a Proposer’s proposed HOV Discount program does not designate certain Users as eligible for the HOV Discount, a Proposer may insert “N/A” into the relevant cells of Form FP-3 (as well as the relevant cells of Forms FP-4 or FP-5).

Subject to the note above regarding the HOV Discount program, the LA DOTD’s required relationships between the toll rates in Form FP-3, and the relevant section reference to ITP, Appendix B – Financial Proposal Instructions, are provided below:

- A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, or Q ≠ 0 [Section B6.2(A)]
- A ≤ \$2.00 (in real dollars at the Proposal Due Date) [Section B6.2(B)]
- D < F; H < I; J < K; L < M; N < O; and P < Q [Section B6.2(D)(2)]

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- $F \leq 1.5 * D$; $I \leq 1.5 * H$; $K \leq 1.5 * J$; $M \leq 1.5 * L$; $O \leq 1.5 * N$; and $Q \leq 1.5 * P$ [Section B6.2(D)(3)]
- $A < D$; $C < H$ [Section B6.2(F)(1)]
- $D < J$; $F < K$; $H < L$; and $I < M$ [Section B6.2(F)(2)]
- $J \leq 3 \text{ times } D$; $L \leq 3 \text{ times } H$ [Section B6.2(F)(3)]
- $J < N$; $K < O$; $L < P$; and $M < Q$ [Section B6.2(F)(3)]
- $N \leq 5 \text{ times } D$; $P \leq 5 \text{ times } H$ [Section B6.2(F)(4)]
- $B = 0.5 * A$; $E = 0.5 * D$; $G = 0.5 * F$ [Section B6.2.1(G)]

STATE OF LOUISIANA

I-10 CALCASIEU RIVER BRIDGE PUBLIC-PRIVATE PARTNERSHIP PROJECT

CALCASIEU PARISH

**STATE PROJECT NO. H.003931
FEDERAL AID PROJECT NO. 010121**

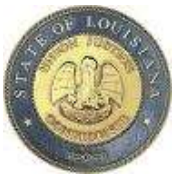
FINAL REQUEST FOR PROPOSALS

ADDENDUM NUMBER 18

MAY 26, 2023

INSTRUCTIONS TO PROPOSERS

APPENDIX C PROPOSAL FORMS



**PROPOSAL FORMS
TABLE OF CONTENTS**

Technical Proposal Forms

<u>Form Designator</u>	<u>Form Title</u>
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B	Named Subcontractors and Suppliers
C	Responsible Proposer Questionnaire
D	Disadvantaged Business Enterprise Certification
E	Certification regarding Use of Contract Funds for Lobbying
F	Commitment to Assign Identified Resources to Project
G	Certification regarding Discriminatory Boycotts of Israel
H	Payment for Work Product Agreement
I-1	Proposal Bond
I-2	Proposal Letter of Credit
J	Key Personnel Information
K	Escrow Agreement
K-1	Proposal Documentation Certification
K-2	Proposal Documentation Delivery Certification
L-1	Financial Close Bond
L-2	Financial Close Letter of Credit
M	Proposer's Build America, Buy America Certification Form
O	One-on-One Meeting Confidentiality and Non-Disclosure Agreement
Q	Questions
QC	Confidential Questions

Financial Proposal Forms

<u>Form Designator</u>	<u>Form Title</u>
FP	Financial Proposal Cover Sheet

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FP-1	Financial Officer's Certificate
FP-2	Schedule of Prices
FP-2A	Anticipated Milestone Payment Dates
FP-3	Toll Rate Schedule
FP-4	Toll Revenue
FP-4A	Windfall Proceeds Tier Calculation
FP-5	Toll Transactions
FP-6	Benchmark Rates and Investment Rates
FP-7	Credit Spread Submittals
FP-7A	Required Tax-Exempt Coupon Structures by Rating Category
FP-8	Baseline Credit Spreads

FORM OF PROPOSAL

[To be submitted by the Proposer.]

PROPOSAL OF: _____

NAME _____ **TELEPHONE (____)** _____

ADDRESS _____

CONTRACTOR'S LICENSE No. _____ **ENGINEER'S LICENSE No.** _____

TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT:

The undersigned (the "Proposer") submits this Proposal in response to the Request for Proposals (RFP) issued by the Louisiana Department of Transportation and Development (LA DOTD), an agency of the State of Louisiana, dated March 14, 2023, as amended, to develop, design, construct, finance, operate, and maintain the I-10 Calcasieu River Bridge Public-Private Partnership Project (the "Project") in Calcasieu Parish, as more specifically described herein and in the RFP. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

The undersigned undertakes [jointly and severally] *[if Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in words "jointly and severally," and delete the brackets; otherwise delete the entire phrase]:*

A) To keep this Proposal open for acceptance initially for 180 days after the Proposal due date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of the LA DOTD, in the LA DOTD's discretion or as otherwise expressly permitted by the ITP; and

B) If this Proposal is accepted, to provide security for the due performance of the Comprehensive Agreement as stipulated in Section 16.07 the Comprehensive Agreement and the RFP.

If selected by the LA DOTD, Proposer agrees to do the following or to cause Developer to do the following: (1) as mutually agreed to by the LA DOTD and Proposer, enter into good faith limited negotiations with the LA DOTD regarding the terms of the Comprehensive Agreement, in accordance with Section 5.11 of the ITP; (2) enter into the Comprehensive Agreement without varying or amending its terms (except for modifications agreed to by the LA DOTD in its discretion), and satisfy all other conditions to award of the Comprehensive Agreement; and (3) perform its obligations as set forth in the RFP and Comprehensive Agreement, including compliance with all commitments contained in this Proposal.

The following individual is designated as Proposer's single point of contact in accordance with Section A2.2(A) of Appendix A – Technical Proposal Instructions to the ITP:

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

- Executive Summary;
- Technical Proposal, including the Proposal Security; and
- Financial Proposal.

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

[List all Addenda by number and date issued. For example, "Addendum No. 1 issued October 25, 2022]

Responses issued *[List dates on which the LA DOTD responded to Proposers' questions regarding the RFP or this procurement.]*

The Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or conditions, except as expressly permitted in the ITP. The Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP; has reviewed the Reference Documents, the Addenda (if any), and the LA DOTD's responses to questions; and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by the Developer and do not contain internal inconsistencies. The Proposer certifies that it has carefully checked all the words, figures, and statements in this Proposal; that it has conducted additional design development which is prudent and reasonable in preparing this Proposal; and that it has notified the LA DOTD of any deficiencies in or omissions from the RFP or other documents provided by the LA DOTD and of any unusual site conditions observed prior to the date hereof.

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

The Proposer understands that the LA DOTD will select the Proposal that, after due consideration, is determined to be the most advantageous to the LA DOTD in accordance with the evaluation factors, objectives, and requirements set forth in the ITP. The Proposer further understands that the LA DOTD is not bound to accept any Proposal the LA DOTD may receive.

The Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by Proposer, except any payment for work product (stipend) that may be paid in accordance with the RFP.

Louisiana Department of Transportation and Development

Proposer consents to the LA DOTD's disclosure of its Proposal in accordance with the Louisiana Public Records Law (Louisiana R.S. 48:44.1 *et seq.*) and as set forth in the RFP.

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

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

Proposer's business address:

(No.)	(Street)	(Floor or Suite)	
<hr/>			
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: _____

[Insert appropriate signature block from following page. Evidence of signature authorization for all individuals executing Proposal forms must be attached.]

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

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

ADDITIONAL INFORMATION TO BE PROVIDED WITH FORM OF PROPOSAL:

- A) Describe in detail the legal structure of Proposer/Developer, Equity Members, and any Equity-Related Entities. If any entity is not yet formed or if a modification is contemplated prior to award, so state and provide a brief description of the proposed legal structure of each such entity, including the proposed country of incorporation.
- 1) If Proposer/Developer/Equity Member is a corporation or includes a corporation as a joint venture member, partner, or member, provide articles of incorporation and bylaws for Proposer/Developer and each corporation certified by an appropriate individual. If any entity is not yet formed or if a modification to existing articles of incorporation and/or bylaws is contemplated prior to award, so state, indicate that these documents will be provided prior to award, and provide applicable draft documents for each such entity.
 - 2) If Proposer/Developer/Equity Member is a partnership or includes a partnership as a joint venture member, partner, or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company, and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed or if a modification to the organizational documents is contemplated prior to award, so state, indicate that these documents will be provided for such entity prior to award, and provide applicable draft documents for each such entity.
 - 3) If Proposer/Developer/Equity Member is a joint venture or includes a joint venture as a joint venture member, partner, or member, attach full names and addresses of all joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company, and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed or if a modification to the organizational documents is contemplated prior to award, so state, indicate that these documents will be provided prior to award, and provide applicable draft documents for each such entity.
 - 4) If Proposer/Developer/Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner, or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation, and organizational documentation for Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation,

operating agreement for a limited liability company, and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed or if a modification to the organizational documents is contemplated prior to award, so state, indicate that these documents will be provided prior to award, and provide applicable draft documents for each such entity.

- B) With respect to authorization of execution and delivery of the Proposal and validity thereof, if Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.
- C) Developer's organizational documents, including an agreement to which all Equity Members, either directly or through Equity-Related Entities, are a party (partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable), must include an express provision satisfactory to the LA DOTD, in its discretion, stating that, in the event of a dispute between or among joint venture members, partners, or members, as applicable, no joint venture member, partner, or member, as applicable, shall be entitled to stop, hinder, or delay work on the Project. Proposer shall submit the applicable organizational documents (or draft organizational documents if Developer is not yet formed) and identify on a cover page where in the agreement the provision can be found. If Developer is wholly owned by a single entity but ultimately has more than one Equity Member through one or more Equity-Related Entities, Proposer shall submit organizational documents for Developer and for each Equity-Related Entity up to the level of the Equity Members identified in the Proposer's Statement of Qualifications (SOQ).

NON-COLLUSION FORM

[To be submitted by the Proposer.]

**STATE PROJECT NO. H.003931
FEDERAL AID PROJECT NO. 010121
CALCASIEU PARISH**

AFFIDAVIT

I hereby certify that I am (the) (a) _____ and duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I represent has participated in any of the following activities:

- A) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any firm or person (other than a bona fide employee working solely for me or the above Proposer) to solicit or secure the Comprehensive Agreement; and
- B) Agreed, as an express or implied condition for obtaining the Comprehensive Agreement, to employ or retain the services of any firm or person in connection with carrying out the Comprehensive Agreement; or
- C) Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Proposer) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the Comprehensive Agreement.

I acknowledge that this affidavit is furnished to the Louisiana Department of Transportation and Development (LA DOTD) in connection with the Comprehensive Agreement and is subject to applicable state and federal laws, both criminal and civil.

(Signature)

(Date)

SWORN TO AND SUBSCRIBED BEFORE ME AT _____,

THIS _____ DAY OF _____.

(SEAL)

BY: _____
(Notary Public)

FORM A
PROPOSER'S ORGANIZATION INFORMATION
(add boxes as needed)
[To be submitted by the Proposer]

PROPOSER:				
Address: _____ _____ _____				
Contact Name: _____			Title: _____	
Telephone Number: _____			E-mail: _____	
NAME(S) OF PROPOSER TEAM MEMBERS				
Company Name	Address, E-mail Address, and Telephone Number	State of Incorporation	Equity Member (include percent) Yes No	
Equity Member(s)				
Lead Designer				
Design-Build Contractor				
Operations and Maintenance Contractor				
Toll System Provider				

Louisiana Department of Transportation and Development

NAME(S) OF PROPOSER TEAM MEMBERS			
Company Name	Address, E-mail Address, and Telephone Number	State of Incorporation	Equity Member (include percent) Yes No
Tolling Operator			
Design Subcontractor			
Construction Subcontractor			
Other Firms			

FORM B

[To be submitted by the Proposer.]

NAMED SUBCONTRACTORS AND SUPPLIERS

Proposer Name: _____

Subcontractor/Supplier Name/ Contact	Address of Head Office	Telephone/E-mail Address	Specialty	For the last two Projects, list the Project Name; Owner; and Owner's Contact's Name, Telephone Number, and E-mail Address	
				Project 1	Project 2

FORM C

[To be submitted by the Proposer, Equity Member(s), Lead Designer, Design-Build Contractor, Operations and Maintenance Contractor, Toll System Provider, and Tolling Operator (if different than the Operations and Maintenance Contractor).]

RESPONSIBLE PROPOSER QUESTIONNAIRE

PROPOSER'S NAME: _____

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: _____

A) Questions

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

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

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

Yes _____ No _____

If yes, please explain the circumstances.

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

Yes _____ No _____

If yes, please explain the circumstances.

- 3) Had filed against it, him or her, any criminal complaint, indictment, or information alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or

Louisiana Department of Transportation and Development

federal antitrust law in connection with the bidding or proposing upon, award of, or performance of any public works contract with any public entity?

Yes _____ No _____

If yes, please explain the circumstances.

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

Yes _____ No _____

If yes, please explain the circumstances.

- 5) Been found, adjudicated, or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and any applicable Louisiana 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. § 2000e *et seq.*); the Equal Pay Act (29 U.S.C. § 206(d)); and any applicable or similar Louisiana law.

Yes _____ No _____

If yes, please explain the circumstances.

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

Yes _____ No _____

If yes, please explain the circumstances.

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

Yes _____ No _____

If yes, please explain the circumstances.

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

Yes _____ No _____

If yes, please explain the circumstances.

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

B) Verification / Declaration

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

Executed _____, 2023.

(Signature)

(Name Printed)

(Title)

(Name of Organization)

FORM D

[To be submitted by the Proposer.]

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

State Project: H.003931

Federal Aid Project: 010121

Highway: I-10

Parish: Calcasieu

**DISADVANTAGED BUSINESS ENTERPRISE
REQUIREMENTS – DESIGN-BUILD PERIOD**

The following goal for participation by Disadvantaged Business Enterprises (DBE) is established for the Design-Build Period (DB Period) for construction and services for the Project:

DBE

10.34%

Disadvantaged Business Enterprise Certification

By signing the Proposal, the Proposer certifies that (A) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that Proposer will provide a good faith effort to substantiate the attempt to meet the goal; and (B) if awarded the Comprehensive Agreement, the Proposer will meet the requirements set forth in the Comprehensive Agreement Exhibit K.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

FORM E

[To be submitted by the Proposer and the Equity Member(s), Design-Build Contractor, Lead Designer, Operations and Maintenance Contractor, Toll System Provider, Tolling Operator (if different than the Operations and Maintenance Contractor), and any other firm with a subcontract in excess of \$100,000.00.]

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

**STATE PROJECT NO. H.003931
FEDERAL AID PROJECT NO. 010121
CALCASIEU PARISH**

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

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

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

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

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

Date: _____

Signature

Title

[The Proposer may duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members, or joint venturers of the Proposer.]

FORM F

[To be submitted by the Proposer.]

COMMITMENT TO ASSIGN IDENTIFIED RESOURCES TO PROJECT

Proposer's Name: _____

Understanding the Louisiana Department of Transportation and Development's (LA DOTD) concern that the Key Personnel resources specifically represented and listed in this Proposal actually be assigned to the Comprehensive Agreement (if awarded to this Proposer) and not also be committed to other Projects, _____ (Name of Proposer) commits that the Key Personnel resources shown in the Proposal will be available to the extent within this Proposer's control. If awarded the Comprehensive Agreement, this Proposer will undertake all reasonable efforts to provide all the Key Personnel identified in its Proposal on a full time basis for the periods necessary to fulfill their responsibilities.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

(To be executed by the Proposer's designated point of contact.)

FORM G

[To be submitted by the Proposer.]

CERTIFICATION REGARDING DISCRIMINATORY BOYCOTTS OF ISRAEL

**STATE PROJECT NO. H.003931
FEDERAL AID PROJECT NO. 010121**

By signing the Proposal, the Proposer certifies and agrees that the following information is correct:

In preparing its Proposal, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The LA DOTD reserves the right to reject the Proposal of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss
PARISH OF _____)

SUBSCRIBED AND SWORN TO ME ON THIS:

_____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT H

FORM OF PAYMENT FOR WORK PRODUCT AGREEMENT

I-10 CALCASIEU RIVER BRIDGE PUBLIC-PRIVATE PARTNERSHIP PROJECT

(State Project No. H.003931

Federal Aide Project No. 010121)

PAYMENT FOR WORK PRODUCT AGREEMENT

THIS PAYMENT FOR WORK PRODUCT AGREEMENT is made and entered into as of this _____ day of 20__, by and between the Louisiana Department of Transportation and Development (“LA DOTD”) and _____, a _____ duly authorized to conduct business in the State of Louisiana (“Proposer”), with reference to the following facts:

WHEREAS, the Proposer is one of the shortlisted Proposers eligible to submit Proposals for the I-10 Calcasieu River Bridge Public-Private Partnership Project (the “Project”), and has submitted a Proposal in response to the Request for Proposals for the Project issued by the LA DOTD on March 14, 2023, as amended (the “RFP”).

WHEREAS, the RFP requires each shortlisted Proposer that elects to receive a stipend to execute and deliver a Payment for Work Product Agreement to the LA DOTD with the Technical Proposal by the date specified in the RFP, as a condition to Proposer’s eligibility to receive a payment for work product in accordance with Section 2.6 of the Instructions to Proposers (“ITP”).

NOW, THEREFORE, Proposer hereby agrees as follows:

ARTICLE 1. PERFORMANCE OF WORK. The Proposer shall perform all of the work described in ARTICLE 3, WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS, and cause such work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Proposer shall perform the work in accordance with professional standards and with the diligence and skill expected of a company with extensive experience in the performance of work of the type described in ARTICLE 3. The Proposer shall furnish such personnel and shall procure such materials, supplies, tools, equipment, and other items as may reasonably be necessary or appropriate to perform the work in accordance with this Agreement.

ARTICLE 2. TRANSFER AND USE OF WORK PRODUCT. This Agreement addresses the LA DOTD’s right to engage in technical transfer (as defined below in this ARTICLE 2) of the Work Product (as defined in ARTICLE 3, WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS).

Louisiana Department of Transportation and Development

The Project involves the design, construction, finance, operations, and maintenance of a new crossing over the Calcasieu River in Lake Charles, Louisiana.

Technical transfer, for purposes of this Agreement, means the LA DOTD's disclosure and use of Work Product that result in improvement of the Project or other LA DOTD projects.

Under the terms of this Agreement, the LA DOTD may engage in technical transfer of the Work Product for the purposes of improvement of the Project (including providing the Work Product to the successful Proposer to incorporate into the Work and/or the Comprehensive Agreement) or any other project that the LA DOTD may progress at any later date. All work performed by the Proposer and its team members pursuant to this Agreement shall be considered work for hire. The Work Product shall become the property of the LA DOTD, without restriction or limitation on its use other than as expressly set forth in this Agreement, as of the date of execution and delivery of the Agreement by both parties hereto as provided herein. Neither the Proposer nor any of its team members shall copyright any of the material developed under this Agreement.

ARTICLE 3. WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS.

The term "Work Product" shall mean any technical concepts included in the Proposer's Proposal (as defined in the RFP) or submitted by the Proposer for review by the LA DOTD in accordance with the RFP, including any Alternative Technical Concepts ("ATC"), ideas, innovation, technology, techniques, methods, processes, unique uses of commercial items, design concepts, solutions, construction means and methods, project execution approach, drawings, reports, plans and specifications, and information that constitutes intellectual property in the proposal or any ATC submittal. The full details and requirements of the Work Product are contained in the RFP for the Project, which are hereby incorporated by reference. The LA DOTD reserves the right to modify such requirements at any time without adjustment in the completion date of this Agreement and without adjustment to the amount of the Stipend (as defined in ARTICLE 4(B), below). Notwithstanding ARTICLE 6, PROPOSER LIABILITY, and ARTICLE 10, RESPONSIBILITY OF THE PROPOSER, if the Proposer is not awarded the Comprehensive Agreement, to the extent the LA DOTD or the successful proposer uses any of the Proposer's Work Product, any such use shall be at the sole risk of the LA DOTD and the successful proposer and shall in no way confer or be deemed to confer liability on the Proposer.

With respect to any Work Product that incorporates intellectual property owned by third parties (for greater certainty, other than the Proposer's team members), the Proposer represents and warrants that it has the right to grant the LA DOTD an irrevocable, non-exclusive, perpetual, royalty-free license to use such intellectual property for the purposes specified herein. The Proposer hereby assigns such license to the LA DOTD effective upon execution and delivery of this Agreement by both parties hereto as provided herein. The foregoing shall not be deemed a requirement for the Proposer to provide off-the-shelf software to the LA DOTD.

ARTICLE 4. PROVISION FOR PAYMENT.

A) Consideration for the Proposer's Work Product will be paid by the LA DOTD to the Proposer only under the circumstances specified in this ARTICLE 4 and in accordance with

Louisiana Department of Transportation and Development

ARTICLE 5, PAYMENT OF STIPEND AND WAIVER OF CLAIMS. The Proposer will not be entitled to payment of any Stipend if its Proposal fails to:

- 1) Submit a full responsive Proposal in accordance with the requirements of the ITP;
or
- 2) Achieve a rating of “pass” on all “pass/fail” evaluation factors found in the ITP for the Project; or
- 3) Achieve an overall rating of “Acceptable-” or greater on qualitative evaluation subfactors and factors found in the ITP for the Project.

The Proposer will not be entitled to payment of any Stipend if the Proposer: (i) files or has filed a protest related to the procurement process; (ii) fails to submit an invoice (or a revised invoice, if required) in accordance with (F), below; or (iii) is selected for limited negotiations or for award without negotiations and fails to comply with any of its obligations under ITP Sections 5.11(A) through 5.13.

B) Subject to the requirements and limitations set forth herein, the LA DOTD shall pay to the Proposer, and the Proposer agrees to accept as full compensation for its Work Product, a stipend (the “Stipend”) in an amount not to exceed \$2,750,000.00.

C) If the Proposer is awarded the Comprehensive Agreement for the Project and a Limited Notice to Proceed (as defined in the Comprehensive Agreement) is issued in accordance with the terms of the Comprehensive Agreement, the Proposer will not be entitled to payment of any Stipend. If a Stipend is paid by the LA DOTD to the Proposer pursuant to ARTICLE 5(B) and the Proposer is awarded the Comprehensive Agreement, such payment shall be credited as a payment under the Comprehensive Agreement, offsetting the first payment(s) otherwise owing under the Comprehensive Agreement. If the LA DOTD awards the Comprehensive Agreement to the Proposer, but subsequently does not issue a Limited Notice to Proceed in accordance with the terms of the Comprehensive Agreement, then, subject to the terms of this Agreement (including, without limitation, Article 4(A)), the LA DOTD will pay to the Proposer the Stipend.

D) If the LA DOTD cancels the procurement after the Proposal due date identified in Section 1.8.1 of the ITP, or the LA DOTD does not award the Comprehensive Agreement within 180 days following the Proposal due date or any longer period agreed to by the LA DOTD and the selected proposer (the “Proposal Validity Period”), then, subject to the terms of this Agreement (including, without limitation, ARTICLE 4(A)), the LA DOTD will pay to the Proposer the Stipend.

E) In the event that the procurement is cancelled after the issuance of the final RFP but prior to the Proposal due date identified in Section 1.8.1 of the ITP, the Proposer will be provided the opportunity, at its option, of attending an interview and delivering to the LA DOTD the work product of its Proposal preparations to date. There is no specific format required for such work product. In this event, if the Proposer chooses to attend the interview and deliver its work product, the Proposer will be paid \$1,375,000.00, at the LA DOTD’s sole discretion, for the work

product. No portion of the stipend amount will be paid in the event the Proposer chooses not to attend the interview or chooses not to deliver its work product.

ARTICLE 5. PAYMENT OF STIPEND AND WAIVER OF CLAIMS.

A) The Proposer agrees to invoice the LA DOTD within 30 days after Commercial Close of the Comprehensive Agreement for payment of the Stipend.

B) The LA DOTD will pay to the Proposer the Stipend to which the Proposer is entitled under the terms of this Agreement within 30 days after receipt of the invoice, cancellation of the procurement, or the end of the Proposal Validity Period, as the case may be. Nothing in this Agreement shall prevent the LA DOTD from electing to make such payment earlier.

C) The LA DOTD agrees to pay the Proposer the amounts set forth above, as provided herein, only after the Proposer is registered as a LaGov/ERP Vendor. The LA DOTD must have the correct LaGov/ERP Vendor Number for the Proposer in order to process a payment to the Proposer.

D) Effective upon execution and delivery of the Agreement by both parties hereto as provided herein, the Proposer waives any and all rights, equitable or otherwise, to bring any claim (including, without limitation, any protest under Section 6.0 of the ITP) against the LA DOTD or the State of Louisiana, or any officers, directors, agents, employees, representatives, or advisers and their successors and assigns, in connection with the procurement of the Project, including, without limitation, with respect to the procurement process, any award of the Comprehensive Agreement, or any cancellation of the procurement.

ARTICLE 6. PROPOSER LIABILITY. The Proposer shall be responsible for all damage to life and property due to acts, errors, or omissions of the Proposer or its subcontractors, agents, or employees in the performance of its service under this Agreement. Further, it is expressly understood that the Proposer shall indemnify and save harmless the LA DOTD from claims, suits, actions, damages, and costs of every name and description resulting from the performance of the services of the Proposer under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Performance of service, within the meaning of this ARTICLE, shall include claims founded upon tort; claims based upon the Proposer's failure to meet professional standards; or claims based upon breach of copyright, trade secrets, or other protected material. Nothing in this ARTICLE or in this Agreement shall create or give to third parties any claim or right of action against the Proposer or the LA DOTD beyond such as may legally exist irrespective of this ARTICLE or this Agreement.

ARTICLE 7. COMMUNICATIONS AND CONFIDENTIALITY.

A) No communications with the LA DOTD or with any of the Project's Stakeholders or their representatives will be permitted, except as specifically permitted in the ITP for the Project. Failure to comply with this requirement may result in the Proposer's disqualification from further participation in the procurement of the Comprehensive Agreement.

B) Confidentiality

1. “Confidential Information” means any information not generally known to the public, whether oral or written, that the LA DOTD identifies as confidential and discloses to the Proposer so that the Proposer can provide services to the LA DOTD pursuant to this Agreement. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: Proposal documents, plans, drawings, specifications, reports, product information and data, business and security processes and procedures, personnel and organizational data, financial statements, information system IP addresses, passwords, security controls, architectures and designs, and such other data, information and images that the LA DOTD deems confidential. The LA DOTD will identify written Confidential Information by marking it as confidential on the LA DOTD’s document sharing site for this Project.

2. Confidential Information does not include information which, at the time of the LA DOTD’s disclosure to the Proposer: (a) is already in the public domain or becomes publicly known through no act of Proposer; (b) is already known by the Proposer free of any confidentiality obligations; (c) is information that the LA DOTD has approved in writing for disclosure; or (d) is required to be disclosed by the Proposer pursuant to law so long as the Proposer provides the LA DOTD with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.

3. The Proposer may use Confidential Information solely for the purposes of providing services to the LA DOTD pursuant to this Agreement. The Proposer may share Confidential Information with third parties that agree to the confidentiality provisions of this Agreement and are necessary to Proposer’s provision of services to the LA DOTD pursuant to this Agreement (e.g., consultants and subcontractors); however, the Proposer shall share only that Confidential Information that is necessary to the third party’s development of its contribution to the Proposer’s provision of services to the LA DOTD pursuant to this Agreement. The LA DOTD’s disclosure of Confidential Information to the Proposer shall not convey to the Proposer any right to or interest in such Confidential Information and the LA DOTD shall retain all right and title to such Confidential Information at all times.

4. The Proposer shall hold Confidential Information confidential to the maximum extent permitted by law. The Proposer shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices, and procedures that the Proposer uses to maintain its own confidential information.

5. Upon the written request of the LA DOTD, the Proposer shall return all written Confidential Information to the LA DOTD.

ARTICLE 8. INDEPENDENT CONTRACTOR. The Proposer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LA DOTD by reason hereof, and that it will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the LA DOTD, including, but not

limited to, worker's compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 9. TRANSFER OF AGREEMENT. The Proposer specifically agrees that it is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other party, including, but not limited to, any other person, company, or corporation, without the previous consent in writing of the LA DOTD.

If this provision is violated, the LA DOTD shall revoke and annul this Agreement and the Proposer shall be disqualified from the Comprehensive Agreement procurement and the LA DOTD shall be relieved from any and all liability and obligations to such party to whom the Proposer assigned, transferred, conveyed, sublet, or otherwise disposed of this Agreement, and such transferee shall forfeit and lose all moneys therefore assigned under this Agreement.

ARTICLE 10. RESPONSIBILITY OF THE PROPOSER.

A) The Proposer shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the Proposer under this Agreement.

B) The LA DOTD's review, approval, or acceptance of, or payment for, the services required under this Agreement, as applicable, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Proposer shall be and remain liable to the LA DOTD in accordance with applicable law for all damages to either or both of them caused by the Proposer's negligent performance or breach of contract of any of the services furnished under this Agreement.

C) The rights and remedies of the LA DOTD provided for under this Agreement are in addition to any other rights and remedies provided by law.

D) If the Proposer is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 11. DEFINITIONS. All terms defined in the RFP and used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the RFP.

ARTICLE 12. SEVERABILITY. If any clause, provision, section, or Article of this Agreement is ruled invalid by a court having proper jurisdiction, the invalidity or unenforceability of any such clause, provision, section or Article shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, section, or Article.

ARTICLE 13. VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The venue for any proceeding relating to this Agreement shall be in the court of competent jurisdiction in East Baton Rouge Parish, Louisiana.

Louisiana Department of Transportation and Development

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

LOUISIANA DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT

By: _____
Name: _____
Title: _____

[*PROPOSER'S NAME*] [*EQUITY MEMBER'S
NAME*]

By: _____
Name: _____
Title: _____

[*add additional signature blocks as necessary*]

Louisiana Department of Transportation and Development

FORM I-1

PROPOSAL BOND

[To be submitted by the Proposer.]

_____, as Principal and

_____, as Surety, are bound unto the State of Louisiana, Department of Transportation and Development, (hereinafter called the LA DOTD) in the sum of \$10,000,000.00, of which the Principal and Surety bind themselves and their heirs, executors, administrators, successors, and assigns, as solidary obligors.

Signed and sealed this _____ day of _____

The condition of this obligation is such that, whereas the Principal has submitted a Proposal to the LA DOTD on a Comprehensive Agreement for the construction of State Project No. H.003931/Federal Aid Project No. 010121, the I-10 Calcasieu River Bridge Public-Private Partnership Project, located in Calcasieu Parish, if the Proposal is accepted and the Principal, within the specified time, enters into the Comprehensive Agreement in writing, provides Financial Close Security, and gives bond with Surety acceptable to the LA DOTD for payment and performance of said Comprehensive Agreement, this obligation will be void; otherwise to remain in effect.

Principal (or, if Proposer is a Joint Venture,
partnership, Limited Liability Company, Lead
Equity Member of the JV, partnership, or LLC)

By: _____
Authorized Officer-Owner-Partner

By: _____
Authorized Officer-Owner Partner

Typed or Printed Name

Typed or Printed Name

Surety

By: _____

Typed or Printed Name

To receive a copy of the Comprehensive Agreement and subsequent correspondence/communication from LA DOTD with respect to the Proposal Bond, the following information must be provided:

Bonding Agency or Company Name

Address

Agent or Representative

Telephone/Facsimile Number

FORM I-2

PROPOSAL LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: _____

PLACE FOR PRESENTATION OF DRAFT: _____ (Name and Address of Bank/Branch)

APPLICANT: _____

BENEFICIARY: Louisiana Department of Transportation and Development
1201 Capitol Access Road
Baton Rouge, LA 70802-4438

LETTER OF CREDIT NUMBER: _____

PLACE AND DATE OF ISSUE: _____

AMOUNT: Ten Million Dollars (\$10,000,000.00) *[Note: The amount of a single letter of credit may be less, on the condition that Proposer provides more than one letter of credit that total \$10,000,000 in the aggregate.]*

EXPIRATION DATE: _____ *[Insert date that is 180 days after the Proposal Due Date and delete this bracketed text]*

The Issuer hereby issues this Irrevocable Standby Letter of Credit (“Letter of Credit”) in favor of the Louisiana Department of Transportation and Development LA DOTD), for any sum or sums up to the aggregate amount of **Ten Million United States Dollars (U.S. \$10,000,000.00)**, available by draft at sight drawn on the Issuer. Any draft under this Letter of Credit shall:

1. Identify this Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and
2. Be accompanied by a certificate, executed by an authorized signatory of the Beneficiary, stating that:
 - (a) the person signing the certificate is an authorized signatory of the Beneficiary; and
 - (b) “This drawing is due to (Applicant’s Name)’s failure to perform certain obligations under the Instructions to Proposers included in the Request for Proposals to develop, design, construct, finance, operate, and maintain the I-10 Calcasieu River Bridge Public-Private Partnership Project issued on March 14, 2023, by the Louisiana Department of Transportation and Development.”

Louisiana Department of Transportation and Development

All drafts will be honored if presented to (Bank/Branch - Name & Address) on or before (Expiration Date).

This Letter of Credit shall be canceled on the earlier of (i) the stated “Expiration Date” (above) and (ii) the date of receipt by the Issuer of a letter, signed by the Beneficiary, stating that this Letter of Credit may be canceled and accompanied by the original Letter of Credit and any original amendments(s), (if any).

This Letter of Credit is governed by the laws of the State of Louisiana and is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 [ISP]. In the event of any conflict between Louisiana law and the ISP, Louisiana law shall prevail. This Letter of Credit shall be governed under the laws of the State of Louisiana, and the parties expressly agree that the courts of the State of Louisiana shall have exclusive jurisdiction to decide any questions arising hereunder.

Issuer:

By:
(Authorized signature of Issuer)

FORM J

KEY PERSONNEL INFORMATION

Name of Proposer: _____

Position	Name	Years of Applicable Experience	Education/ Registration	Parent Firm Name	Percent of Time Dedicated to Project
Principal-in-Charge					
Developer's Project Manager					
Deputy Project Manager					
Design-Build Contractor's Project Manager					
Construction Manager					
Operations and Maintenance Manager					
Toll Collection System Manager					
Tolling Operations Manager					
Design Manager					
Quality Manager					
Design Quality Manager					

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Position	Name	Years of Applicable Experience	Education/ Registration	Parent Firm Name	Percent of Time Dedicated to Project
Construction Quality Control Manager					
Maintenance Quality Manager					
Environmental Compliance Manager					
Hazardous Material Manager					
Safety Manager					
Public Information Manager					
Lead Bridge Design Engineer					
Lead Project Scheduler					
Lead Roadway Engineer					
Lead Traffic Engineer					
Lead Geotechnical Engineer					
Utility Coordinator					
Demolition Manager					

Louisiana Department of Transportation and Development

Position	Name	Years of Applicable Experience	Education/ Registration	Parent Firm Name	Percent of Time Dedicated to Project
Right-of-Way Acquisition Manager					

Use additional sheets when needed.

FORM K
ESCROW AGREEMENT

This ESCROW AGREEMENT (this “Agreement”) is dated the ____ day of _____, 2023, by and among the Louisiana Department of Transportation and Development (the “LA DOTD”); _____ (“PROPOSER”); and Hancock Whitney Bank as Escrow Agent (“ESCROW AGENT”).

RECITALS

WHEREAS, the LA DOTD is presently engaged in a competitive contracting process governed by law to award a Comprehensive Agreement for the Calcasieu River Bridge Public-Private Partnership Project (the “Project”) to the Proposer whose competitive proposal (“Proposal”) is determined to be the most advantageous to the LA DOTD; and

WHEREAS, PROPOSER has submitted a Proposal for the Project; and

WHEREAS, Section 3.8.2 of the Instructions to Proposers (“ITP”) portion of the Request for Proposals (“RFP”) requires all Proposers to submit, no later than ten Business Days after the Proposal due date, one legible copy of all documentary information generated in preparation of the DB Price for the Project (the “Escrowed Proposal Documents”) to ESCROW AGENT together with a certification in the form contained in Forms K-1 and K-2; and

WHEREAS, the Escrowed Proposal Documents of the Proposer that enters into the Comprehensive Agreement with the LA DOTD (the “Developer”) will be held and used in accordance with the terms of Section 3.8 of the ITP and the Escrowed Proposal Documents of the unsuccessful Proposers will be released to the unsuccessful Proposers after the Comprehensive Agreement is executed with the Developer or to all Proposers if the LA DOTD indicates that it will not enter into the Comprehensive Agreement with any Proposer; and

WHEREAS, ESCROW AGENT, for stated consideration, is willing to assume the obligations of ESCROW AGENT as agreed herein;

NOW, THEREFORE, for consideration mutually acknowledged, the LA DOTD, PROPOSER, and ESCROW AGENT hereby agree as follows:

1. Escrow of Proposal Documents. PROPOSER shall comply with Section 3.8.2 of the ITP by delivering a complete copy of the Escrowed Proposal Documents to ESCROW AGENT in a sealed container acceptable to the ESCROW AGENT within the required time limit and otherwise complying with Section 3.8.2 together with the required Proposal Documentation Certification (Form K-1). PROPOSER will receive from ESCROW AGENT a Proposal Documentation Delivery Certification (Form K-2) at the time PROPOSER delivers the Escrowed Proposal Documents to ESCROW AGENT. PROPOSER will deliver the ESCROW AGENT’s Proposal Documentation Delivery Certification and PROPOSER’s Proposal Documentation Certification to the LA DOTD within the required time limit stated in Section 3.8.2.

2. Ownership and Protection of Proposal Documents. The Escrowed Proposal Documents are, and shall always remain, the property of the PROPOSER, subject to joint review by the LA DOTD and the PROPOSER as provided herein. The Escrowed Proposal Documents shall be considered confidential proprietary and/or trade secret information belonging to the PROPOSER.

The LA DOTD stipulates and expressly acknowledges that the Escrowed Proposal Documents, as defined herein, constitute trade secrets. This acknowledgement is based on the LA DOTD's express understanding that the information contained in the Escrowed Proposal Documents is not known outside PROPOSER'S business, is known only to a limited extent and only to a limited number of employees of the PROPOSER, is safeguarded while in the PROPOSER'S possession, is extremely valuable to the PROPOSER, and could be extremely valuable to the PROPOSER'S competitors. The LA DOTD acknowledges that the PROPOSER expended substantial sums of money in developing the information included in the Escrowed Proposal Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. The LA DOTD further acknowledges that the Escrowed Proposal Documents include a compilation of information used in the PROPOSER'S business, intended to give the PROPOSER an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The LA DOTD further agrees to safeguard the Escrowed Proposal Documents, and all information contained therein, against disclosure to the fullest extent permitted by law, including requiring it its agents and representatives to maintain the confidentiality of the information contained in the Escrowed Proposal Documents.

3. Holding of Proposal Documents by ESCROW AGENT. ESCROW AGENT is hereby expressly authorized and agrees to receive, store, safeguard, release, and return the Escrowed Proposal Documents as set forth in this Agreement.

4. Update of Escrowed Proposal Documents. Additional information, documents, or other materials may be added to the Escrowed Proposal Documents pursuant to Section 5.12 of the ITP and Sections 17.10 and 17.11 of the Comprehensive Agreement. In connection with deposit of such additional information, documents, or other materials, the LA DOTD and PROPOSER shall revise the detailed index and catalogue of the Escrowed Proposal Documents prepared in accordance with Section 5.12 of the Instructions to Proposers.

5. Return/Release of Proposal Documents. ESCROW AGENT is expressly authorized to release the Escrowed Proposal Documents only under the following circumstances:

- (a) In order to return the Escrowed Proposal Documents to the PROPOSER if the LA DOTD informs ESCROW AGENT in writing that the LA DOTD does not intend to execute the Comprehensive Agreement with any of the Proposers;

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- (b) In order to return the Escrowed Proposal Documents to an unsuccessful PROPOSER if the LA DOTD informs ESCROW AGENT in writing that the LA DOTD has executed the Comprehensive Agreement with the Developer;
 - (c) If PROPOSER becomes the Developer, for joint examination by the LA DOTD and the Developer after delivery of a written direction signed by both the LA DOTD and Developer;
 - (d) If PROPOSER becomes the Developer, for return to the Developer when ESCROW AGENT has received joint written confirmation from the LA DOTD and Developer that all of the following have occurred: all disputes regarding the Comprehensive Agreement have been settled, the performance of the Comprehensive Agreement is complete, and final payment has been made and accepted; or
 - (e) Upon joint written direction from the LA DOTD and the PROPOSER, either under such circumstances as is provided for in Section 3.8 of the ITP, or as otherwise directed by mutual agreement of the LA DOTD and the PROPOSER, which direction shall be delivered in writing by the LA DOTD, signed by both parties, to ESCROW AGENT.

6. ESCROW AGENT's Obligations and Protection. The LA DOTD and the PROPOSER further acknowledge and agree as follows:

- (a) That ESCROW AGENT (i) shall not be responsible for any of the agreements referred to herein but shall be obligated only for the performance of such duties as are specifically set forth in this Agreement; (ii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve any expense or liability unless it shall have been furnished with acceptable indemnification; (iii) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction, instrument, statement, request, or document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the authenticity or accuracy thereof; and (iv) may consult counsel satisfactory to it, including counsel internal to ESCROW AGENT, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted by it hereunder in good faith and in accordance with the opinion of such counsel.

-
- (b) That neither ESCROW AGENT nor any of its partners, officers, or employees shall be liable to anyone for any action taken or omitted to be taken by it or any of its partners, officers, or employees hereunder except in the case of gross negligence or willful misconduct. The LA DOTD and the PROPOSER, jointly and severally, covenant and agree to indemnify ESCROW AGENT and hold it harmless without limitation from any loss, liability, or expense of any nature incurred by ESCROW AGENT arising out of or in connection with this Agreement or with the administration of its duties hereunder, including, but not limited to, legal fees and other costs and expenses of defending or preparing to defend against any claim or liability unless such loss, liability, or expense shall be caused by ESCROW AGENT's willful misconduct or gross negligence. In no event shall ESCROW AGENT be liable for indirect, special, or consequential damages. Notwithstanding any provision of this Agreement to the contrary, ESCROW AGENT'S liability shall be limited to the value of its compensation hereunder.
- (c) That the LA DOTD shall pay or reimburse ESCROW AGENT for any legal fees incurred by ESCROW AGENT in connection with the preparation of this Agreement. In addition, the LA DOTD and PROPOSER shall each compensate ESCROW AGENT for 50% of the cost of its services hereunder, to be invoiced by the ESCROW AGENT on a monthly basis separately to each of the LA DOTD and PROPOSER. ESCROW AGENT shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of the escrow created hereby which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees incurred by ESCROW AGENT in connection with resolution of any claim by any party hereunder.
- (d) That ESCROW AGENT may at any time for any reason or for no reason resign as ESCROW AGENT hereunder by giving 60 days prior written notice of resignation to the LA DOTD and the PROPOSER. Prior to the effective date of the resignation as specified in such notice, the LA DOTD will issue to ESCROW AGENT a written instruction authorizing redelivery of the Escrowed Proposal Documents to another escrow agent that the LA DOTD selects subject to the reasonable consent of the PROPOSER. If, however, the LA DOTD shall fail to name such a successor escrow agent within 40 days after the notice of resignation from ESCROW AGENT, the PROPOSER shall be entitled to name such escrow agent within 20 days. If no successor escrow agent is named by the LA DOTD or the PROPOSER within said 60 day period, ESCROW

AGENT may apply to a court of competent jurisdiction for appointment of a successor escrow agent.

- (e) That ESCROW AGENT's service as escrow agent under this Agreement shall not be construed as constituting legal representation of either the LA DOTD or the PROPOSER and both the LA DOTD and the PROPOSER expressly acknowledge, with reference to the rules of professional conduct governing lawyers, that ESCROW AGENT's service hereunder is not intended to prevent either the LA DOTD or the PROPOSER from retaining ESCROW AGENT as its counsel in any matter, nor shall it be asserted by the LA DOTD or the PROPOSER as grounds for disqualifying ESCROW AGENT from representing any client in a matter in which the LA DOTD's and/or the PROPOSER's interests are directly adverse to or otherwise different from those of ESCROW AGENT's client. ESCROW AGENT will not knowingly disclose to any such client directly adverse to the LA DOTD and/or the PROPOSER any confidential information about the LA DOTD and/or the PROPOSER that ESCROW AGENT has acquired or will acquire pursuant to its services provided in accordance with this Agreement.
- (f) That it is the intent of the PROPOSER and the LA DOTD that the Escrowed Proposal Documents remain the sole property of the PROPOSER.
- (g) That the LA DOTD's and PROPOSER's annual maximum obligation under this Agreement is \$2,000.00. The maximum obligation may be increased by written agreement signed by the LA DOTD, PROPOSER, and ESCROW AGENT.

7. Dispute Resolution. It is understood and agreed that should any dispute arise with respect to the delivery, ownership, right of possession, access to and/or disposition of the Escrowed Proposal Documents, or should any such claim be made upon such documents by a third party, ESCROW AGENT upon receipt of written notice of such dispute or claim by the parties hereto or by a third party, is authorized and directed to retain in its possession without liability to anyone, all or any of said Escrowed Proposal Documents until such dispute shall have been settled either by the mutual agreement of the parties involved or by a final order, decree, or judgment of a court of the United States of America, the time for perfection or any appeal of such order, decree, or judgment having expired. At any time after the ESCROW AGENT becomes aware of a dispute or claim or at any time after one year after the expiration of the Term of the Comprehensive Agreement, ESCROW AGENT may, but shall be under no duty whatsoever to, after 30 days prior written notice to the LA DOTD and PROPOSER, institute or defend any legal proceedings related to the Escrowed Proposal Documents, including without limitation, commencement of an action

Louisiana Department of Transportation and Development

in the nature of an interpleader in a court of competent jurisdiction, after depositing the Escrowed Proposal Documents therewith, for a determination of the respective rights of the LA DOTD and Developer, and, in such case, recover from the LA DOTD and PROPOSER ESCROW AGENT's costs and expenses including reasonable attorneys' fees.

8. Consent to Jurisdiction and Service. The LA DOTD and PROPOSER hereby absolutely and irrevocably consent and submit to the jurisdiction of the courts of competent jurisdiction within the State of Louisiana in East Baton Rouge Parish, in connection with any actions or proceedings brought against the LA DOTD and PROPOSER or brought by ESCROW AGENT arising out of or relating to this Agreement. In any such action or proceeding, the LA DOTD and PROPOSER hereby absolutely and irrevocably agree that the service thereof may be made by certified or registered mail directed to the LA DOTD or PROPOSER, as the case may be, at their respective addresses in accordance with Section 9 hereof.

9. Force Majeure. Neither the LA DOTD nor PROPOSER nor ESCROW AGENT shall be responsible for delays or failure in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters.

10. Notices. Any notice permitted or required hereunder shall be deemed to have been duly given if delivered personally or if mailed certified or registered mail, postage prepaid, to the parties at their addresses set forth below or to such other address as they hereafter designate.

If to the LA DOTD:

Louisiana Department of Transportation and Development
Critical Projects Division
1201 Capitol Access Road
Baton Rouge, LA 70802-4438
Attention: Paul Vaught, P.E.

If to PROPOSER:

Attention: _____

Louisiana Department of Transportation and Development

If to ESCROW AGENT:

Hancock Whitney Bank
445 North Blvd., Suite 201
Baton Rouge, LA 70802
Attention: Elizabeth H. Zeigler, Senior Vice President and Trust Officer

11. Binding Effect. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors, and assigns.

12. Modification/Termination. This Agreement may not be altered, modified, or terminated without the express written consent of the parties hereto. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement, or of such terms and conditions on any other occasion.

13. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Louisiana.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of such counterparts shall together constitute but one and the same instrument.

Louisiana Department of Transportation and Development

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first written above.

LOUISIANA DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT

By: _____

Name: _____

Title: _____

PROPOSER

By: _____

Name: _____

Title: _____

ESCROW AGENT

Hancock Whitney Bank

By: _____

Name: _____

Title: _____

FORM K-1

PROPOSAL DOCUMENTATION CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPOSAL DOCUMENTATION CONTAINED HEREIN CONSTITUTES ALL OF THE INFORMATION USED IN PREPARATION OF THE PROPOSAL; THAT NO OTHER PROPOSAL PREPARATION INFORMATION SHALL BE CONSIDERED IN RESOLVING DISPUTES OR CLAIMS; AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND HAVE FOUND THAT THIS PROPOSAL DOCUMENTATION IS COMPLETE AND MEETS THE REQUIREMENTS OF SECTION 3.8.1 OF THE INSTRUCTIONS TO PROPOSERS FOR LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S CALCASIEU RIVER BRIDGE PUBLIC-PRIVATE PARTNERSHIP PROJECT (STATE PROJECT NO. H.003931.

SIGNATURE: _____

NAME: _____

TITLE: _____

PROPOSER: _____

DATE: _____

FORM K-2

PROPOSAL DOCUMENTATION DELIVERY

---- CERTIFICATION ----

Hancock Whitney Bank, as ESCROW AGENT, identified in the Louisiana Department of Transportation and Development's I-10 Calcasieu River Bridge Public-Private Partnership Project Request for Proposals, Instructions to Proposers, hereby certifies that _____ [NAME OF PROPOSER] as identified by _____ [REPRESENTATIVE OF PROPOSER] has delivered to ESCROW AGENT's office for storage, a sealed container which the PROPOSER represents to be all documentation used in the preparation of the PROPOSER's Proposal, otherwise known as the "Escrowed Proposal Documents," as PROPOSER is required to do in accordance with the above referenced ITP, on this _____ day of _____, 2023.

Hancock Whitney Bank

By: _____

Name: _____

Title: _____

FORM L-1

FINANCIAL CLOSE BOND

Bond No. _____

STATED EXPIRATION DATE: Financial Close Deadline

KNOW ALL PERSONS BY THESE PRESENTS, that the _____ *[NOTE: insert name of Proposer as the Principal and delete this bracketed text]*, as Principal and _____, as Surety or as Co-Sureties, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Louisiana, are hereby jointly and severally held and firmly bound unto the Louisiana Department of Transportation and Development (“LA DOTD”), in the sum of \$20,000,000.00 (the “Bonded Sum”).

WHEREAS, the Principal has submitted its Proposal for furnishing the development, design, construction, operation, and maintenance of the I-10 Calcasieu River Bridge Public-Private Partnership Project (the “Project”) (State Project No. H.003931/Federal Aid Project No. 010121) in Calcasieu Parish, which Proposal is incorporated herein by this reference and has been submitted pursuant to the LA DOTD’s Request for Proposals dated as of March 14, 2023, (as amended or supplemented, the “RFP”), in accordance with the Instructions to Proposers thereto (“ITP”) included in the RFP, to develop, design, construct, finance, operate, and maintain the Project through a Comprehensive Agreement; and

WHEREAS, the Principal was selected as the preferred Proposer to enter into the Comprehensive Agreement.

NOW, THEREFORE,

1. The Principal agrees to pay to the LA DOTD the full Bonded Sum hereinabove set forth, as liquidated damages and not as a penalty, within ten days of Principal’s failure to achieve Financial Close by the Financial Close Deadline (unless such failure is excused for the reasons listed in Section 20.02(a) of the Comprehensive Agreement). The ten-day period shall commence the day after the Financial Close Deadline.

Principal agrees and acknowledges that such liquidated damages are reasonable in order to compensate the LA DOTD for damages it will incur as a result of Principal’s failure to achieve Financial Close pursuant to the Comprehensive Agreement. Such damages include potential harm to the credibility and reputation of the LA DOTD’s transportation improvement program, with policy makers, and with the general public; delays to the Project; and additional costs of administering this or a new procurement (including, engineering, legal, accounting, overhead, and other administrative costs). Principal further acknowledges that these damages would be difficult and impracticable to measure and prove; are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate Proposals for it; and the unavailability of a substitute for those efforts. The amount of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that the LA DOTD would incur as a result of Principal’s failure to achieve Financial Close pursuant to the Comprehensive Agreement and do not constitute a penalty. Principal agrees to such

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liquidated damages in order to fix and limit Principal's costs and to avoid later Disputes over what amounts of damages are properly chargeable to Principal.

2. The following terms and conditions shall apply with respect to this Financial Close Bond:

(a) The Comprehensive Agreement is incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Comprehensive Agreement.

(b) If suit is brought on this Financial Close Bond by the LA DOTD and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by the LA DOTD in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

(c) Correspondence or claims relating to this Financial Close Bond should be sent to Surety at the following address:

Louisiana Department of Transportation and Development

SIGNED and SEALED this _____ day of _____, 2023

Principal

By: _____

Co-Surety

By: _____
Attorney in Fact

By: _____

Co-Surety

By: _____
Attorney in Fact

By: _____
Co-Surety

By: _____
Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

FORM L-2

**FINANCIAL CLOSE LETTER OF CREDIT
IRREVOCABLE STANDBY LETTER OF CREDIT**

ISSUER:

PLACE FOR PRESENTATION OF DRAFT: [Name and Address of Bank/Louisiana Branch]
APPLICANT:

BENEFICIARY: Louisiana Department of Transportation and Development
1201 Capitol Access Road
Baton Rouge, LA 70802-4438

LETTER OF CREDIT NUMBER:

PLACE AND DATE OF ISSUE:

AMOUNT: \$20,000,000.00

STATED EXPIRATION DATE: Financial Close Deadline

The Issuer hereby issues this Irrevocable Standby Letter of Credit in favor of the Louisiana Department of Transportation and Development ("LA DOTD"), for the amount of \$20,000,000.00, available by draft at sight drawn on the Issuer. Any draft under this Letter of Credit shall be in the amount of \$20,000,000.00 and shall:

1. Identify this Irrevocable Standby Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and
2. Be accompanied by the Beneficiary's signed and dated statement stating the following:

"This drawing is due to _____'s failure to achieve Financial Close by the Financial Close Deadline of the Comprehensive Agreement and such failure is not excused under Section 20.02(a) of the Comprehensive Agreement."

All drafts will be honored if presented to _____ (Bank/Louisiana Branch - Name & Address) _____ on or before the Stated Expiration Date described above.

If a Demand for Payment is made by you hereunder at or prior to 10:00 a.m. (Central) on any weekday (i.e., Monday through Friday, excluding Louisiana state holidays and United States ("U.S.") federal holidays) (a "Business Day"), and provided that such Demand for Payment conforms to the terms and conditions hereof, payment shall be made by us to you in immediately available funds free and clear of and without deduction for any taxes, duties, fees, liens, set-offs, or other deductions of any kind and regardless of any objection by any third party (subject to any court order or judgment), to the account designated below or such other account at a national bank in the United States of America that you may designate in the Demand for Payment on the next Business Day after demand is made. If a Demand for Payment is made by you hereunder after 10:00 a.m. (Central) on a Business Day, and provided that such Demand for Payment

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conforms to the terms and conditions hereof, such payment shall be made no later than the close of business, local time of the location of the account designated below or such other account at a national bank in the United States of America that you may designate in the Demand for Payment, on the second Business Day after demand is made. Payment under this Letter of Credit shall be made in same day funds, by wire transfer to your account described below or such other account as you may designate in writing.

Financial Institution: _____
Routing Number: _____
Account Name: _____
Account Number to Credit: _____
Reference: _____
Attention: _____

All bank charges and commissions incurred in connection with the issuance, administration, advisement, confirmation, negotiation, or any other fees associated with this Letter of Credit (including any drawings hereunder) shall be for the account of the Applicant.

The Comprehensive Agreement for the I-10 Calcasieu River Bridge Public-Private Partnership Project (the “Project”) (State Project No. 003931/Federal Aid Project No. 010121) is incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Comprehensive Agreement. For the avoidance of doubt, any reference to the Comprehensive Agreement within this Letter of Credit is for informational purposes and in no way obligates [name of issuing bank] in accordance with the Comprehensive Agreement terms nor is the document to be examined for compliance purposes.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the International Standby Practices (“ISP98”), International Chamber of Commerce Publication No. 590 (the “Uniform Customs”), which shall in all respects be deemed a part hereof as fully as if incorporated herein except as modified hereby.

This Letter of Credit is issued under the laws of the State of Louisiana and applicable U.S. federal law, and shall, as to matters not governed by Uniform Customs, be governed by and construed in accordance with the laws of the State of Louisiana.

Any failure by you to draw upon this Letter of Credit as permitted hereunder shall not cause this Letter of Credit to be unavailable for any future drawing, provided that this Letter of Credit has not expired prior to such future drawing and that all requirements of this Letter of Credit are independently satisfied with respect to any such future drawing.

If legal proceedings are initiated by any party with respect to payment of the Letter of Credit, we agree that such proceeding shall be subject to Louisiana courts and law.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at _____, Attention:
_____, specifically referring to the number of this Letter of Credit.

Louisiana Department of Transportation and Development

Issuer:

By: _____
(Authorized signature of Issuer)

FORM M

Proposer's Build America, Buy America Certification

State Project Number:	H.003931	Federal Project Number:	010121
Project Name:	I-10 Calcasieu River Bridge Public-Private Partnership Project		
Contractor:	Click or tap here to enter text.		
Contract Number:	Click or tap here to enter text.		

"Build America, Buy America (BABA)" was signed into law as part of the "Infrastructure Investment and Jobs Act," PL 117-58, on November 15, 2021.

These new requirements are now incorporated into DOTD's Special Provisions, "Build America, Buy America" ("BABA").

As a bidder for the project listed above, I certify that I have read, understand, and will comply with Section 24.07 of the Comprehensive Agreement. Furthermore, I understand that Section 24.07 of the Comprehensive Agreement applies to any and all portions of this Project, including subcontracted portions and that I certify that I will identify domestic sources of BABA-covered products and provide certification documentation of BABA-compliance as set forth in Section 24.07 of the Comprehensive Agreement.

Signature of Duly Authorized Representative

Date

Printed Name and Title of Duly Authorized Representative

Name of Representative's Company

Company Address

Company Telephone Number

FORM O

**ONE-ON-ONE MEETING CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT (RFP)**

I, _____, as the Attorney-in-Fact and designated representative of _____ (Proposer), hereby agree to the following:

- A) I agree, on behalf of the Proposer, that any and all Proposer representatives who participate in the one-on-one meeting process will maintain the confidentiality of all proprietary or trade secret information or Sensitive Security Information (SSI) (collectively, “Confidential Information”) that the Proposer and its representatives gain access to as a result of their participation in one-on-one meetings. Proprietary or trade secret information includes codes, patterns, formulae, designs, devices, methods, or processes. SSI includes information that, if publicly released, would be detrimental to transportation security as defined by federal regulation 49 C.F.R. Part 1520;
- B) I agree, on behalf of the Proposer, that any communications and/or records exchanged during the one-on-one meetings will remain confidential until execution of the Comprehensive Agreement, unless such records are Confidential Information;
- C) Notwithstanding the foregoing, the Proposer may disclose Confidential Information (1) to its affiliates and subcontractors (and its and their respective directors, officers, employees, consultants, advisors, agents, and other representatives) that need to know such information in connection with the development of the Proposer’s Proposal; and (2) as requested or required by law, rule, or regulation or governmental, regulatory, or self-regulatory body, or to the extent it is required to comply with its obligations as a listed entity on a recognized stock exchange;
- D) I agree to waive any right, on behalf of the Proposer, to challenge the procurement for the I-10 Calcasieu River Bridge Public-Private Partnership (PPP) Project (the “Project”) based upon the Proposer's participation in the one-on-one meeting process. Further, if invited to participate in the one-on-one meeting process, and the Proposer opts to not participate in the one-on-one meeting process, I agree to waive any right, on behalf of the Proposer, to challenge the procurement for the Project based upon the Proposer's lack of participation in the one-on-one meeting process; and
- D) I agree, on behalf of the Proposer, that upon notice from the LA DOTD that a request for release of information obtained or exchanged during the one-on-one meeting process has been received, the Proposer shall immediately defend any action seeking release of the records it believes to be the Proposer’s proprietary or trade secret information. The Proposer shall indemnify, defend, and hold harmless the LA DOTD and the State of Louisiana and its agents and employees from any judgments awarded against the LA DOTD and its agents and employees in favor of the party requesting the Proposer’s proprietary or trade secret information, including any and all costs connected with that

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defense. This indemnification survives the LA DOTD's cancellation or termination of this procurement or award and subsequent execution of a Comprehensive Agreement. In submitting a Proposal, the Proposer agrees that this indemnification and duty to defend survives as long as the Proposer's proprietary or trade secret information is in possession of the State.

This Confidentiality and Non-Disclosure Agreement is subject to the laws of the State of Louisiana and applicable rules and regulations.

Signed: _____

Date: _____

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FORM Q

QUESTIONS

Instructions: 1. This form must be used for the submission of questions pertaining to the Request for Proposals (RFP) for the I-10 Calcasieu River Bridge Public-Private Partnership Project. 2. This form must be submitted to the Project Manager, Louisiana Department of Transportation and Development (LA DOTD), at the addresses specified in Section 2.2.1 of the Instructions to Proposers (ITP). 3. Requested information must be entered below. 2. Form must be submitted in accordance with Section 2.3.3 of the ITP.		*Category (1, 2 or 3) Category 1 – a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Proposer from submitting a Proposal. Category 2 – a major issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Proposer from submitting a Proposal. Category 3 – an issue that is minor in nature, such as, a Clarification, a comment concerning a conflict between documents or within a document, or a typographical mistake	
Document, Section, and Page Number	Category*	Comment	LA DOTD Response

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FORM QC

CONFIDENTIAL QUESTIONS

Instructions: 1. This form must be used for the submission of questions containing confidential trade secret or proprietary information and pertaining to the Request for Proposals (RFP) for the I-10 Calcasieu River Bridge Public-Private Partnership Project. 2. This form must be submitted to the Project Manager, Louisiana Department of Transportation and Development (LA DOTD), at the addresses specified in Section 2.2.1 of the Instructions to Proposers (ITP). 3. Requested information must be entered below. 2. Form must be submitted in accordance with Section 2.3.3 of the ITP.		*Category (1, 2 or 3) Category 1 – a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Proposer from submitting a Proposal. Category 2 – a major issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Proposer from submitting a Proposal. Category 3 – an issue that is minor in nature, such as, a Clarification, a comment concerning a conflict between documents or within a document, or a typographical mistake	
Document, Section, and Page Number	Category*	Comment	LA DOTD Response

FORM FP

FINANCIAL PROPOSAL COVER SHEET

Proposer's Name: _____

This Financial Proposal is submitted in response to the Request for Proposals, dated March 14, 2023, as amended by Addenda, and includes the following:

- Form FP - Financial Proposal Cover Sheet
- Minimum Financial Capacity
- Financing Plan
- Financial Model
- Toll Rate Schedule

Signed by Parties signing Form of Proposal:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
(Signatures)	(Representing)	(Dates)

FORM FP-1 – FINANCIAL OFFICER’S CERTIFICATE

[Complete a separate Form FP-1 for the Proposer, the Design-Build Contractor, and each Equity Member (and each Guarantor, if any).¹]

I, [Name], the [Title] of [Name of Proposer, Design-Build Contractor or Equity Member] (the Member) [and the [Title] of [Name of Guarantor] (the Guarantor)], do hereby certify as of [Date]² that:

- (a) This certificate is being executed and delivered in connection with the Proposal submitted by [Proposer Name] (the Proposer) in response to the Request for Proposals to design, build, finance, operate, and maintain the I-10 Calcasieu River Bridge PPP Project (the Project), dated December 15, 2022, (the RFP) issued by the Louisiana Department of Transportation and Development (LA DOTD). Capitalized terms used but not defined herein shall have the meanings set forth in the RFP. Reference is also made to the Request for Qualifications (the RFQ) dated March 30, 2021, as amended, for the Project and the Statement of Qualifications (the SOQ) submitted by Proposer on June 8, 2021.
- (b) As to the matters herein set forth below, I either have personal knowledge or have obtained information from officers or employees of the Member [and the Guarantor] in whom I have confidence and whose duties require them to have personal knowledge thereof. I make the certifications herein to the LA DOTD pursuant to the requirements of the RFP with the intent and understanding that they will be relied upon by the LA DOTD as a basis for the evaluation of the Proposal contemplated by the RFP.
- (c) **[Guarantor Support:** It is the intention of the Guarantor to support the Member with the financial, human resources, and other support needed by the Member to successfully satisfy its obligations in respect of the Project if Proposer were to become the Developer.]³
- (d) **Audited Financial Statements:** Since the Proposer’s submission of the SOQ, the following annual financial statements and the interim financial statements that have become available for the Member [List periods and state whether the provided statements are audited or not] and are complete and correct copies thereof. Where [the Member] [the Guarantor] has provided unaudited financial results, such financial results present fairly, in all material respects, the financial position and results of operations and cash flows of [the Member] [the Guarantor and its consolidated subsidiaries, including the Member,] as of such dates and for such periods. [The Member] [The Guarantor] has no material contingent liabilities or unusual forward or long-term commitments not disclosed therein.⁴
- (e) **Off-Balance Sheet Liabilities:** The [Member] [Guarantor] does not have any material off-balance sheet liabilities of more than \$10 million [other than the following: [____]].⁵

¹ The Proposer, each Equity Member, and the Design-Build Contractor should provide its own separate certificate. However, if any such company is proposing a Guarantor, only one consolidated certificate is required for the Guarantor and its guaranteed entity. If a company has no Guarantor, all references to “Guarantor” should be deleted from this certificate.

² Date must not be earlier than 14 calendar days prior to the Proposal due date.

³ Delete if there is no Guarantor and not applicable.

⁴ For entities that do not prepare audited financial statements, Proposers should submit a question to the LA DOTD by the last day for Proposer questions indicated in the RFP, outlining proposed information that would provide similar support to audited financial statements to seek confirmation of its appropriateness by the LA DOTD.

⁵ If off-balance sheet liabilities are described in the financial statements referred to in (d), please cite relevant notes where described.

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- (f) **Financial Information Summary:** Attached hereto as Annex A is a completed Company Information Summary relating to [the Member] [the Guarantor]. All the information provided in the attached Annex A is complete and correct to the best of my knowledge.
- (g) **Bankruptcy/Insolvency Proceedings:** [There has been no Insolvency Event relating to the Member [or Guarantor] or any person or entity which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Member [or Guarantor] which has occurred since the SOQ submission date (whether or not such proceeding was ultimately dismissed).] [Attached hereto as Annex B is a detailed description of an Insolvency Event relating to [Entity Name].]⁶
- For the purposes of this certification, Insolvency Event means any voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, resolution or petition for winding-up, or similar proceeding, under any applicable law, in any jurisdiction.
- (h) **Material Changes in Financial Condition:** [No material change in the financial condition of the Member [or Guarantor] has occurred or is projected to occur, as applicable (i) since the SOQ submission date; or (ii) during the next fiscal quarter following the date of the Proposal.] [Attached hereto as Annex C is a detailed description of material changes in the financial condition of [the Member][the Guarantor].]⁷
- (i) **Cash Balances and Credit Facilities:** Attached hereto as Annex D is a disclosure of available cash balances and credit facilities and any limitations thereof as it relates to support for the Project.

IN WITNESS WHEREOF, the undersigned is the [Chief Financial Officer, Treasurer, or equivalent officer] of the entity to which this form relates,⁸ and has duly executed this certificate as of the date first written above.

Name:

Title:

⁶ Complete the appropriate certification. Delete the sentence that is not applicable. Do not provide an Annex B if there is no Insolvency Event to disclose.

⁷ Complete the appropriate certification. Delete the sentence that is not applicable. Do not provide an Annex C if there is no material change in financial condition to disclose. Further instructions regarding material changes are provided in Annex C. If there have been any material adverse changes, please explain whether they are expected to impact the Developer's ability to satisfy the obligations under the Comprehensive Agreement, and if so, how these material adverse changes are being mitigated.

⁸ If the company does not have this type of corporate officer internally and will rely on the financial officer of an affiliated or unaffiliated entity, such as an investment advisor or financial manager, both the financial officer delivering this certificate and a duly authorized signatory of the company must sign this certificate.

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Annex A to Financial Officer's Certificate COMPANY INFORMATION SUMMARY¹

Entity: _____

Designate whether Proposer, Design-Build Contractor, Equity Member, or Guarantor: _____

SHAREHOLDER ²	INTEREST (%)
[Shareholder name]	
[No current shareholders or equivalent have a holding of 15% of greater]	

RATING AGENCY ³	CURRENT RATING
[Rating agency name]	
[Debt of the [Member] [Guarantor] is not rated by any major credit rating agency.]	
[[Member]][Guarantor] has no debt]	

¹ The Proposer, each Equity Member, and the Design-Build Contractor should provide its own separate Annex A with the Financial Officer's Certificate. However, if any such company is proposing a Guarantor, only one consolidated Annex A is required for the Guarantor and its guaranteed entity. If a company has no Guarantor, all references to "Guarantor" should be deleted from this certificate.

² List current shareholders 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 If applicable, list all credit ratings available for the company and attach the most recent rating report or other evidence of rating.

**Annex B to Financial Officer's Certificate
INSOLVENCY EVENT**

[MEMBER AND GUARANTOR (IF INCLUDED) TO PROVIDE DETAILS]

**Annex C to Financial Officer's Certificate
MATERIAL CHANGE IN FINANCIAL CONDITION**

[MEMBER AND GUARANTOR (IF INCLUDED) TO PROVIDE DETAILS]

INSTRUCTIONS TO PROPOSERS REGARDING ANNEX C:

If applicable, this Annex C must include the following details regarding material changes in the Member's or Guarantor's financial condition:

- (i) A description of each material change, actual and projected, and any related changes or disruptions in executive management;
- (ii) Actual and projected impacts on the affected entity's organizational and financial capacity and its ability to remain engaged in this procurement and submit a responsive Proposal; and
- (iii) A detailed description of any other projected impacts, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead, including the likelihood that the circumstances of the change or impacts thereof will continue during the Project term.
- (iv) A detailed explanation of whether each material change is expected to impact the Developer's ability to satisfy the obligations under the Comprehensive Agreement, and if so, how these material changes are being mitigated.

Estimates of the impact on revenues, expenses, and the change in equity must be provided separately for each material change. **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 must describe 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 its 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 must describe 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 list of examples of what the LA DOTD considers to be a material change in financial condition. **At the discretion of the LA DOTD, any failure to disclose a prior or pending material change may result in disqualification from the procurement process:**

- (i) A change in the tangible net worth of 10% or more of net assets;
- (ii) A sale, merger, or acquisition exceeding 10% of the value of net assets prior to the sale, merger, or acquisition which in any way involves the affected entity or its parent company or Guarantor;
- (iii) A change in credit rating for the affected entity or its parent company or Guarantor;
- (iv) Inability to meet material conditions of loan or debt covenants by the affected entity or its parent company or Guarantor that 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;

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- (v) In the current and three most recent completed fiscal years, the affected entity or its parent company or Guarantor either: (i) incurred a net operating loss; or (ii) sustained charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs, or business restructuring; or (iii) implemented a restructuring/reduction in labor force exceeding 5% of employees or involved the disposition of assets exceeding 10% of the then-net assets; and
- (vi) Other events known to the affected entity that represent a material change in financial condition over the past three years, or may be pending for the next reporting period.

**Annex D to Financial Officer's Certificate
CASH BALANCES AND CREDIT FACILITIES**

[MEMBER AND GUARANTOR (IF INCLUDED) TO PROVIDE DETAILS]

Form-FP-2
SCHEDULE OF PRICES

ITEM	DESCRIPTION ¹	ITEM TOTAL ²
1	Earthwork and Site Preparation	
1a	Temporary Erosion Control	\$ -
1b	Clearing and Grubbing	\$ -
1c	Removal of Pavement	\$ -
1d	General Excavation	\$ -
1e	Embankment	\$ -
2	Demolition	
2a	Removal of I-10 Calcasieu River Bridge	\$ -
2b	Removal of All Other Bridges	\$ -
2c	Removal of All Other Structures and Obstructions	\$ -
3	Base Courses & Pavements	
3a	Asphalt Concrete Pavement, Base, and Subgrade	\$ -
3b	Portland Cement Concrete Pavement, Base, and Subgrade	\$ -
4	Incidental Construction	
4a	Mobilization	\$ -
4b	Construction Layout (& Construction Site Survey)	\$ -
4c	Temporary Signs & Barricades (& Detour Roads)	\$ -
4d	Storm Drainage Piping & Structures	\$ -
4e	Guardrails, Barriers & Fencing	\$ -
4f	Permanent Erosion Controls & Landscaping	\$ -
4g	Highway Lighting	\$ -
5	Signage and Pavement Markings	
5a	Overhead Sign Structures	\$ -
5b	Signs and Mountings	\$ -
5c	Pavement Markings and Striping	\$ -
6	Structures	
6a	I-10 Calcasieu River Bridge - Superstructure	\$ -
6b	I-10 Calcasieu River Bridge - Substructure and Retaining Walls	\$ -
6c	I-210 Interchange Bridge(s)	\$ -
6d	PPG Interchange Bridge(s)	\$ -
6e	Sampson Street Interchange Bridge(s)	\$ -
6f	Bridge(s) East of I-10 Calcasieu River Bridge	\$ -
7	ITS	
7a	ITS Systems and Infrastructure	\$ -
8	Tolling	
8a	Tolling Systems and Infrastructure	\$ -
9	Design-Build Period O&M Work	
9a	DB Period Operation and Maintenance	\$ -

I-10 Calcasieu River Bridge

PPP Project

Final RFP - ITP

Appendix C - Proposal Forms

Form FP-2 - Schedule of Prices

May 26, 2023

Addendum No.18

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10	Other Costs	—	
10a	Bond and Insurance Premiums	\$	-
10b	Project Management	\$	-
10c	Engineering Design & Survey	\$	-
10d	Environmental Compliance and Mitigation	\$	-
10e	ROW Acquisition Services (& Survey / Mapping)	\$	-
10f	Utility and Railroad Coordination	\$	-
10g	Public Information Activities	\$	-
10h	Design and Construction QC	\$	-
11	Total Design-Build Price³	\$	-

¹ Descriptions shall not be changed.

² Insert price for each line item in nominal, year-of-expenditure dollars.

³ The Design-Build Price shall be the sum of all Item Totals.

Form FP-2A
Anticipated Milestone Payment Dates

Milestone Payment Number	Anticipated Milestone Payment Date	Milestone Payment Amount	Milestone Event
1	[]	\$100,000,000	DB Percentage of 25%
2	[]	\$280,000,000	DB Percentage of 50%
3	[]	\$280,000,000	DB Percentage of 75%
4	[]	\$100,000,000	Partial Acceptance
5	[]	\$40,000,000	Final Acceptance
TOTAL		\$800,000,000	

Notes:

(1) The Anticipated Milestone Payment Dates included in this Form FP-2A must be consistent with the timing of Milestone Payments as represented by the Proposer in its Initial Base Case Financial Model and Preliminary Project Baseline Schedule.

Form FP-3
Toll Rate Schedule

Toll Rate Per Transaction (Real dollars as of the Proposal due date)																		
Auto - Local					Auto						Medium Truck/Trailer				Large Truck/Trailer			
Peak			Off-Peak		Peak				Off-Peak		Peak		Off-Peak		Peak		Off-Peak	
AVI	AVI (HOV)	Non-AVI	AVI	Non-AVI	AVI	AVI (HOV)	Non-AVI	Non-AVI (HOV)	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI

Notes:

- (1) All toll rates are to be bid in real dollars as of the Proposal Due Date. No real inflation to toll rates should be assumed or included over the Term.
- (2) The Developer will be permitted to increase toll rates by the movement in actual South Census Region CPI-U ("All items in South urban, all urban consumers, not seasonally adjusted") on January 1 of each year following the Proposal Due Date. Changes in CPI will be calculated as of September 1 of each year to allow the Developer to provide 90 days' notice to the general public of the indexed toll rates before the subsequent January 1.
- (3) The toll rates included in this Form FP-3 must be consistent with all toll information provided by Proposer as required in the ITP.
- (4) Proposers may propose up to three windows in which peak toll rates are charged. Total hours in the peak windows must be equal to exactly 5 hours per 24 hour period, and must be between the hours of 5:00 a.m. and 8:00 p.m. (Central). Provided that Proposers meet these requirements, differing peak hour windows can be proposed for Weekdays and Weekends. The HOV Discount requirements for peak period toll rates are included within Section 5.02(b) and associated defined terms in the Comprehensive Agreement, and within the Toll Rate Schedule instructions at Section B6.2(G) and Exhibit A of Appendix B to the ITP. To the extent that a Proposer's proposed HOV Discount program does not designate certain Users as eligible for the HOV Discount, the Proposer may insert "N/A" into the relevant cells on this Form FP-3.
- (5) The shape-based requirements for each vehicle classification within the relevant defined terms in Exhibit A to the Comprehensive Agreement

Partial Acceptance Date	
-------------------------	--

Hours for Peak Tolls - Week (Monday - Friday)

Window No.	Time (HH:MM - HH:MM)
1	[]
2	[]
3	[]

Hours for Peak Tolls - Weekend (Saturday - Sunday)

Window No.	Time (HH:MM - HH:MM)
1	[]
2	[]
3	[]

Form FP-4
Toll Revenue

	Toll Revenue (\$ YOE)																				
Year	Auto-Local					Auto						Medium Truck/Trailer				Large Truck/Trailer				All	Inflation Rate (%)
	Peak			Off Peak		Peak				Off Peak		Peak		Off Peak		Peak		Off Peak		Total	
	AVI	AVI (HOV)	Non-AVI	AVI	Non-AVI	AVI	AVI (HOV)	Non-AVI	Non-AVI (HOV)	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI		
1																				\$0.00	
2																				\$0.00	
3																				\$0.00	
4																				\$0.00	
5																				\$0.00	
6																				\$0.00	
7																				\$0.00	
8																				\$0.00	
9																				\$0.00	
10																				\$0.00	
11																				\$0.00	
12																				\$0.00	
13																				\$0.00	
14																				\$0.00	
15																				\$0.00	
16																				\$0.00	
17																				\$0.00	
18																				\$0.00	
19																				\$0.00	
20																				\$0.00	
21																				\$0.00	
22																				\$0.00	

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23											—									\$0.00	
24																				\$0.00	
25																				\$0.00	
26																				\$0.00	
27																				\$0.00	
28																				\$0.00	
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31																				\$0.00	
32																				\$0.00	
33																				\$0.00	
34																				\$0.00	
35																				\$0.00	
36																				\$0.00	
37																				\$0.00	
38																				\$0.00	
39																				\$0.00	
40																				\$0.00	
41																				\$0.00	
42																				\$0.00	
43																				\$0.00	
44																				\$0.00	
45																				\$0.00	
46																				\$0.00	
47																				\$0.00	
48																				\$0.00	
49																				\$0.00	
50																				\$0.00	
Total	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

- Notes:
- (1) All toll revenues should be presented in \$ YOY. Proposers shall use the annual inflation rates used in their Financial Model, which should be shown in the column "Inflation Rate %."
 - (2) Years in the table refers to the years during the Operating Period.
 - (3) This Form FP-4 shall be consistent with tolling information provided by Proposer as required in the ITP.
 - (4) The values in this form must be consistent with the values in the Financial Model.
 - (5) To the extent that a Proposers proposed HOV Discount program does not designate certain Users as eligible for the HOV Discount, the Proposer may insert "N/A" into the relevant cells of this Form FP-4.

Form FP-4A –
Windfall Proceeds Tier Calculation

	Windfall Proceeds Tier 1		Windfall Proceeds Tier 2		Windfall Proceeds Tier 3		Windfall Proceeds Tier 4	
	Tier 1 Floor	Tier 1 Ceiling	Tier 2 Floor	Tier 2 Ceiling	Tier 3 Floor	Tier 3 Ceiling	Tier 4 Floor	Tier 4 Ceiling
Windfall Proceeds Payment %	0.0%		12.5%		25.0%		50.0%	

Agreement Year								
1	--		0.01		0.01		0.01	--
2	--		0.01		0.01		0.01	--
3	--		0.01		0.01		0.01	--
4	--		0.01		0.01		0.01	--
5	--		0.01		0.01		0.01	--
6	--		0.01		0.01		0.01	--
7	--		0.01		0.01		0.01	--
8	--		0.01		0.01		0.01	--
9	--		0.01		0.01		0.01	--
10	--		0.01		0.01		0.01	--
11	--		0.01		0.01		0.01	--
12	--		0.01		0.01		0.01	--
13	--		0.01		0.01		0.01	--
14	--		0.01		0.01		0.01	--
15	--		0.01		0.01		0.01	--
16	--		0.01		0.01		0.01	--
17	--		0.01		0.01		0.01	--

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18	--		0.01		0.01		0.01	--
19	--		0.01		0.01		0.01	--
20	--		0.01		0.01		0.01	--
21	--		0.01		0.01		0.01	--
22	--		0.01		0.01		0.01	--
23	--		0.01		0.01		0.01	--
24	--		0.01		0.01		0.01	--
25	--		0.01		0.01		0.01	--
26	--		0.01		0.01		0.01	--
27	--		0.01		0.01		0.01	--
28	--		0.01		0.01		0.01	--
29	--		0.01		0.01		0.01	--
30	--		0.01		0.01		0.01	--
31	--		0.01		0.01		0.01	--
32	--		0.01		0.01		0.01	--
33	--		0.01		0.01		0.01	--
34	--		0.01		0.01		0.01	--
35	--		0.01		0.01		0.01	--
36	--		0.01		0.01		0.01	--
37	--		0.01		0.01		0.01	--
38	--		0.01		0.01		0.01	--
39	--		0.01		0.01		0.01	--
40	--		0.01		0.01		0.01	--
41	--		0.01		0.01		0.01	--
42	--		0.01		0.01		0.01	--
43	--		0.01		0.01		0.01	--
44	--		0.01		0.01		0.01	--
45	--		0.01		0.01		0.01	--
46	--		0.01		0.01		0.01	--
47	--		0.01		0.01		0.01	--
48	--		0.01		0.01		0.01	--
49	--		0.01		0.01		0.01	--

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50	--		0.01		0.01		0.01	--
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Notes:
(1) Windfall Proceeds Tier 1 Ceiling shall reflect the aggregate Toll Revenues (shown on a cumulative basis in each Agreement Year) required to achieve the Initial Equity IRR in the Initial Base Case Financial Model
(2) Windfall Proceeds Tier 2 Ceiling shall reflect the aggregate Toll Revenues (shown on a cumulative basis in each Agreement Year) required to achieve the Initial Case Equity IRR plus 2% in the Initial Base Case Financial Model
(3) Windfall Proceeds Tier 3 Ceiling shall reflect the aggregate Toll Revenues (shown on a cumulative basis in each Agreement Year) required to achieve the Initial Case Equity IRR plus 4% in the Initial Base Case Financial Model

Form FP-5
Toll Transactions

Year (after Partial Acceptance)	Transactions																			
	Auto-Local					Auto						Medium Truck/Trailer				Large Truck/Trailer				All
	Peak			Off Peak		Peak				Off Peak		Peak		Off Peak		Peak		Off Peak		Total
	AVI	AVI (HOV)	Non- AVI	AVI	Non- AVI	AVI	AVI (HOV)	Non- AVI	Non- AVI (HOV)	AVI	Non- AVI	AVI	Non- AVI	AVI	Non- AVI	AVI	Non- AVI	AVI	Non- AVI	
1																				0
2																				0
3																				0
4																				0
5																				0
6																				0
7																				0
8																				0
9																				0
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11																				0
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19																				0
20																				0
21																				0

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22																				0
23																				0
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26																				0
27																				0
28																				0
29																				0
30																				0
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37																				0
38																				0
39																				0
40																				0
41																				0
42																				0
43																				0
44																				0
45																				0
46																				0
47																				0
48																				0
49																				0
50																				0
Total	0	0		0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:
(1) Years in the table refers to the years during the Operating Period.

- (2) This Form FP-5 shall be consistent with toll information provided by Proposer as required in the ITP.
- (3) The values in this form must be consistent with the values in the Financial Model.
- (4) To the extent that a Proposer's Proposed HOV Discount program does not designate certain Users as eligible for the HOV Discount, the Proposer may insert "N/A" into the relevant cells of this Form FP-5.

FORM FP-6
BENCHMARK RATES AND INVESTMENT RATES

Complete for each type of Developer Debt facility.

Type of Developer Debt Instrument ¹	Base Interest Rate Index ²	Base Interest Rate(s) (%)

Provide indicative blended investment Contract Rate.

Investment Contract Rate

Notes:
(1) Indicate the type of Developer Debt facility (e.g., taxable bond, privately placed taxable bond, hedged bank facility).
(2) Include the Base Interest Rate Index and Base Interest Rate % applicable for all maturities contemplated (e.g., for taxable bonds, the 5, 10, 20, and 30 year Treasury Rate may apply)
(3) Benchmark Rates should assume maturities as measured from the anticipated Financial Close date, not the Proposal Due Date.

FORM FP-7
CREDIT SPREAD SUBMITTALSCredit Rating¹:

Type of Developer Debt Instrument ²	Serial ³ / Term ⁴	Base Interest Rate Index	Maturity ⁵	Average Maturity / Average Life	Coupon (%)	Base Interest Rate(s) (%)	Yield to Call (YTC) (%)	YTC Credit Spread ⁶ (%)	Yield to Maturity (YTM) (%)	Call Date ⁷

Notes:

- (1) With respect to Bond financing, provide a completed form for each credit rating requested.
- (2) Indicate the type of Developer Debt facility (e.g., taxable bond).
- (3) For serial bonds, list each of the maturities as a separate entry.
- (4) For term bonds, Base Interest Rates, Yield to Call and YTC Credit Spread, should be based on final maturity of each term bond.
- (5) Complete the full requested scale on a semi-annual June 1/December 1 basis.
- (6) For tax-exempt bonds, Proposer shall include the rating specific coupon structures identified on the tab labeled FP-7A - "Required Tax-Exempt Coupon Structures by Rating Category".
- (7) Ten-year par call (November 1) is required for tax-exempt bonds and either (i) a ten-year par call, or (ii) a make-whole call, exercisable at any time, is required for taxable bonds. Proposer shall specify in its submission which type of call is assumed for taxable bonds.
- (8) If the Proposer believes that its proposed debt instrument will receive a split rating, a single Form FP-7 can be submitted for that split rating and Baseline Credit Spreads reflective of that structure will be provided by the LA DOTD.

Required Tax-Exempt Coupon Structures by Rating Category

5/25/2023

Form FP-8
Baseline Credit Spreads

Credit Rating:

Type of Developer Debt Instrument	Base Interest Rate Index	Maturity ¹	Baseline Credit Spread ²

Notes:

(1) Semi-annual maturities on a June 1/December 1 basis.

(2) A single set of Baseline Credit Spreads per credit rating for each type of Bond financing shall be provided. For taxable bonds, Baseline Credit Spreads shall be provided for only the type(s) of call(s) assumed by Proposers. For tax-exempt bonds, Baseline Credit Spreads shall be provided based upon the required coupon structures identified on Form FP-7A "Required Tax-Exempt Coupon Structures by Rating Category" and a ten-year par call (December 1).

STATE OF LOUISIANA
I-10 CALCASIEU RIVER BRIDGE
PUBLIC-PRIVATE PARTNERSHIP PROJECT
CALCASIEU PARISH
STATE PROJECT NO. H.003931
FEDERAL AID PROJECT NO. 010121
FINAL REQUEST FOR PROPOSALS
ADDENDUM NUMBER 18
MAY 26, 2023
INSTRUCTIONS TO PROPOSERS
APPENDIX D
INDICATIVE CONDUIT PROCESS



Louisiana Department of Transportation and Development

INDICATIVE CONDUIT PROCESS

LOUISIANA PUBLIC FACILITIES AUTHORITY (“LPFA”) PRIVATE ACTIVITY BONDS (I-10 CALCASIEU RIVER BRIDGE PROJECT)

(BC) LPFA Bond Counsel
(D)..... Developer
(U)..... Developer’s Underwriter

Week 0	Selection of Developer
Weeks 1 through 10	Public hearing process
Week 6	(BC/D) LPFA application deadline
Week 7	(BC) LPFA meeting (1 st or 2 nd Tuesday of the month) – adopt preliminary bond resolution (preliminary approval)
Week 8	(BC) Publish preliminary bond resolution and (BC/D) State Bond Commission (“SBC”) application deadline
Week 10	(BC) Send Tax Equity & Fiscal Responsibility Act (“TEFRA”) notice to <i>The Advocate</i> (Baton Rouge) and <i>American Press</i> (Lake Charles)
Week 11	(BC) Publish TEFRA notice (must be published no less than 7 clear days prior to the date on which the hearing is held) and (ALL) Developer contract award
Week 12	(BC) LPFA holds TEFRA hearing; TEFRA approval of Attorney General must be obtained prior to closing and (BC/D) SBC meeting (preliminary approval) (always 3 rd Thursday of the month)
Week 13	(BC/D) SBC application deadline for 2 nd approval and (BC) Send Notice of Sale to <i>The Advocate</i> (Baton Rouge) and <i>The Daily Journal of Commerce</i> for publication
Week 14	Commercial Close, (BC/D/U/) LPFA deadline to place bond sale resolution on agenda, and (BC) Publish Notice of Sale (must be published seven clear days prior to the date on which the bonds are sold) – begins 30 day preemption period
Week 15	(BC) LPFA sells bonds and adopts sale resolution
Week 16	(BC) Publish sale resolution (<i>The Advocate</i> – Baton Rouge)
Week 17	(BC/D) SBC meeting (final approval) (always 3 rd Thursday of the month)
Week 18	(U) Mail Preliminary Official Statement – any time after SBC approval
Week 20	(U/D) Price bonds (cannot price until after second LPFA and SBC meeting)
Week 21	(ALL) Adjustment Protocol for Benchmark Rates and Credit Spreads Finalized

Week 22 (ALL) Financial Close

CONDUIT PROCESS FEES

A. LOUISIANA PUBLIC FACILITIES AUTHORITY

1. FINANCING APPLICATION FEE:

\$500 (non-refundable). This amount is due upon submission of the Project Summary and Application Package. Please make check payable to “Louisiana Public Facilities Authority.”

2. FINANCING ACCEPTANCE FEE:

A sum equal to .05% of the face amount of Bonds issued for the Project less the \$500 Financing Application Fee.

B. LOUISIANA STATE BOND COMMISSION

1. APPLICATION FEE:

\$1,500 (non-refundable). This amount is due upon submission of the preliminary approval application to the Louisiana State Bond Commission. The Bond Counsel for your financing will coordinate getting this check to the Louisiana State Bond Commission. Please make the check payable to “Louisiana State Bond Commission.” This Application Fee will be credited toward the State Bond Commission Acceptance Fee due at the time the bonds are delivered.

2. ACCEPTANCE FEE:

This fee is calculated on a sliding scale based upon the face amount of the Bonds issued for the project.

First \$5 million	- 0.125%
Next \$20 million	- 0.110%
Next \$25 million	- 0.105%
Next \$50 million	- 0.100%
Over \$100 million	- 0.090%

C. ESTIMATED COUNSEL FEES

1. LPFA BOND COUNSEL FEE: \$600,000
2. LPFA ISSUERS COUNSEL FEE: \$85,000