STATE OF LOUISIANA

LA 1/LA 415 CONNECTOR

CONSTRUCTION MANAGEMENT AT RISK PROJECT

WEST BATON ROUGE PARISH

STATE PROJECT NO. H.005121

FEDERAL PROJECT NO. H005121

REQUEST FOR QUALIFICATIONS

**CONFORMED COPY**





table of contents

[1.0 INTRODUCTION 1](#_Toc141071844)

[1.1 PROJECT DESCRIPTION 1](#_Toc141071845)

[1.1.1 LA 1/LA 415 Connector Project 1](#_Toc141071846)

[1.1.2 Funding 2](#_Toc141071847)

[1.2 PUBLIC INTEREST 2](#_Toc141071848)

[1.3 PROJECT GOALS 2](#_Toc141071849)

[1.4 THE STATEMENT OF QUALIFICATIONS 3](#_Toc141071850)

[1.4.1 Documents in the Request for Qualifications 3](#_Toc141071851)

[1.4.2 Cover Letter 3](#_Toc141071852)

[1.4.3 Executive Summary 4](#_Toc141071853)

[1.4.4 Statement of Qualifications 4](#_Toc141071854)

[1.4.5 Inclusion in Construction Management at Risk Contract 4](#_Toc141071855)

[1.4.6 Required Forms 4](#_Toc141071856)

[1.4.7 Language in Statement of Qualifications 4](#_Toc141071857)

[1.4.8 Property of the Louisiana Department of Transportation and Development 4](#_Toc141071858)

[1.4.9 Errors 4](#_Toc141071859)

[1.5 ABBREVIATIONS 5](#_Toc141071860)

[1.6 DEFINITIONS 5](#_Toc141071861)

[1.7 GOVERNING LAW 9](#_Toc141071862)

[1.8 IMPROPER CONDUCT 9](#_Toc141071863)

[1.8.1 Prohibited Activities 9](#_Toc141071864)

[1.8.2 Non-Collusion Form 9](#_Toc141071865)

[1.9 LANGUAGE REQUIREMENTS 9](#_Toc141071866)

[1.10 PROPOSAL SCHEDULE 9](#_Toc141071867)

[1.10.1 Anticipated Schedule 9](#_Toc141071868)

[1.10.2 Statement of Qualifications Due Date 10](#_Toc141071869)

[1.11 CHANGES TO THE PROPOSER’S ORGANIZATION 10](#_Toc141071870)

[1.12 INELIGIBLE FIRMS 11](#_Toc141071871)

[1.12.1 List of Ineligible Firms 12](#_Toc141071872)

[1.13 PROJECT SCOPE AND PRE-CONSTRUCTION SERVICES BUDGET 12](#_Toc141071873)

[1.14 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS 13](#_Toc141071874)

[1.15 ENVIRONMENTAL STATUS AND MITIGATIONS 13](#_Toc141071875)

[1.16 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL 14](#_Toc141071876)

[2.0 PROCUREMENT PROCESS 14](#_Toc141071877)

[2.1 METHOD OF PROCUREMENT 14](#_Toc141071878)

[2.2 RECEIPT OF THE REQUEST FOR QUALIFICATIONS AND OTHER INFORMATION 14](#_Toc141071879)

[2.2.1 Louisiana Department of Transportation and Development Designated Point of Contact 14](#_Toc141071880)

[2.2.2 Rules of Contact 15](#_Toc141071881)

[2.3 ADDENDA AND RESPONSES TO QUESTIONS 16](#_Toc141071882)

[2.3.1 Addenda 16](#_Toc141071883)

[2.3.2 Correspondence and Information 16](#_Toc141071884)

[2.3.3 Responses to Questions 16](#_Toc141071885)

[2.3.4 Date for Issuance of Final Addendum and Responses to Questions 16](#_Toc141071886)

[2.4 COMPLIANT STATEMENT OF QUALIFICATIONS 16](#_Toc141071887)

[2.5 NON-PUBLIC PROCESS 17](#_Toc141071888)

[2.6 SUBMISSION OF STATEMENTS OF QUALIFICATIONS 18](#_Toc141071889)

[2.6.1 Submission of a Statement of Qualifications 18](#_Toc141071890)

[2.6.2 Modifications to a Statement of Qualifications 18](#_Toc141071891)

[2.6.3 Withdrawal of a Statement of Qualifications 19](#_Toc141071892)

[2.6.4 Public Opening of Statements of Qualifications 19](#_Toc141071893)

[2.6.5 Late Statements of Qualifications 19](#_Toc141071894)

[2.7 EXAMINATION OF THE REQUEST FOR QUALIFICATIONS AND WORK SITE 19](#_Toc141071895)

[3.0 PROPOSAL REQUIREMENTS 19](#_Toc141071896)

[3.1 LICENSING REQUIREMENTS 19](#_Toc141071897)

[3.2 PROPOSAL BOND 20](#_Toc141071898)

[3.2.1 Requirements 20](#_Toc141071899)

[3.2.2 Return of Proposal Bond 20](#_Toc141071900)

[3.2.3 Surety Requirements 20](#_Toc141071901)

[3.2.4 Rights Reserved 20](#_Toc141071902)

[3.3 SIGNATURES REQUIRED 20](#_Toc141071903)

[3.4 NUMBERS OF DOCUMENTS 21](#_Toc141071904)

[3.4.1 Statement of Qualifications 21](#_Toc141071905)

[3.4.2 Cost of Preparing Statement of Qualifications 21](#_Toc141071906)

[3.4.3 Obligation to Award 21](#_Toc141071907)

[4.0 PRE-PROPOSAL MEETINGS and submittals 21](#_Toc141071908)

[4.1 JOINT INFORMATIONAL MEETINGS 21](#_Toc141071909)

[4.2 ONE-ON-ONE MEETINGS 21](#_Toc141071910)

[5.0 STATEMENT OF QUALIFICATIONS evaluations 22](#_Toc141071911)

[5.1 EVALUATION FACTORS AND CRITERIA 23](#_Toc141071912)

[5.1.1 Statement of Qualifications Responsiveness 23](#_Toc141071913)

[5.1.2 Pass/Fail Evaluation Factors 23](#_Toc141071914)

[5.1.3 Qualitative Evaluation Factors and Their Relative Importance 24](#_Toc141071915)

[5.2 EVALUATION GUIDELINES 25](#_Toc141071916)

[5.2.1 Qualitative Evaluation Subfactors and Factors 25](#_Toc141071917)

[5.2.2 Rating/Scoring Conversion Table 26](#_Toc141071918)

[5.3 CLARIFICATIONS 27](#_Toc141071919)

[5.4 ADDENDUM AFTER STATEMENT OF QUALIFICATIONS SUBMISSION 27](#_Toc141071920)

[5.5 ORAL PRESENTATIONS 27](#_Toc141071921)

[5.5.1 General 27](#_Toc141071922)

[5.5.2 Eligibility for Presentations 27](#_Toc141071923)

[5.6 SELECTION DETERMINATION 27](#_Toc141071924)

[5.7 NEGOTIATIONS 28](#_Toc141071925)

[6.0 CONSTRUCTION MANAGEMENT AT RISK CONTRACT AWARD AND EXECUTION 29](#_Toc141071926)

[6.1 CONSTRUCTION MANAGEMENT AT RISK CONTRACT AWARD 29](#_Toc141071927)

[6.2 EXECUTION OF PRE-CONSTRUCTION SERVICES AGREEMENT 29](#_Toc141071928)

[7.0 PROTESTS 30](#_Toc141071929)

[7.1 WRITTEN PROTESTS ONLY 30](#_Toc141071930)

[7.2 PROTEST CONTENTS 30](#_Toc141071931)

[7.3 PROTEST DECISION 31](#_Toc141071932)

[8.0 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT’S RIGHTS AND DISCLAIMERS 31](#_Toc141071933)

[8.1 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT’S RIGHTS 31](#_Toc141071934)

[8.2 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT’S DISCLAIMER 33](#_Toc141071935)

**APPENDICES**

APPENDIX A PROJECT LIMITS

APPENDIX B STATEMENT OF QUALIFICATIONS INSTRUCTIONS

APPENDIX C STATEMENT OF QUALIFICATIONS FORMS

APPENDIX D SAMPLE PRE-CONSTRUCTION SERVICES AGREEMENT

APPENDIX E SAMPLE CONSTRUCTION SERVICES CONTRACT

# INTRODUCTION

This Request for Qualifications (RFQ) is issued by the Louisiana Department of Transportation and Development (LA DOTD) to seek Statement of Qualifications (SOQ) for the LA 1/LA 415 Connector Construction Management at Risk (CMAR) Project (the “Project”).

SOQs will only be considered from those Proposers intending to provide pre-construction services and (if a Guaranteed Maximum Price (GMP), Baseline Progress Schedule, and Construction Services Scope of Work can be negotiated and agreed to between the Construction Management at Risk Contractor (the “CMAR Contractor”) and the LA DOTD) construction services under the Construction Management at Risk Contract (the “CMAR Contract”). SOQs from Proposers not offering to provide both pre-construction and construction services under the CMAR Contract will not be considered.

In the preparation of the SOQs, Proposers should address and/or consider the Project goals identified in Section 1.3.

*See also* Appendix D - CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Exhibit B – Pre-Construction Services Scope of Work, and Appendix E – CMAR Contract, Part 2 – Sample Construction Services Contract, Exhibit A – Construction Services Scope of Work.

## PROJECT DESCRIPTION

### LA 1/LA 415 Connector Project

The major improvements of the LA 1/LA 415 Connector Project include, but are not limited to, the following:

###### New connector between LA 1 near LA 988 (Beaulieu Lane) and the Interchange of I-10 and LA 415, which includes a four-lane roadway and bridge(s) over the Gulf Intracoastal Waterway;

###### Interchange at LA 1;

###### Interchange at Sun Plus Parkway with LA 415;

###### Modifications to the LA 415 Interchange and I-10 ramps and frontage roads;

###### Intersection improvements along LA 1 between Richardson Drive and Riverside

###### Drive, including American Way;

###### Right-of-way coordination;

###### Utility coordination; and

###### Maintenance of traffic in a congested urban environment.

### Funding

At this time, not all funding for the Project has been identified and it is anticipated that the Project will be divided into segments. The segments will be defined during the Pre-Construction Services Phase as funding becomes available.

## PUBLIC INTEREST

The LA DOTD has determined to use the CMAR project delivery method for this Project, as authorized pursuant to Louisiana R.S. 38:2225.2.4. It is the LA DOTD’s position that the use of CMAR for this Project is in the public interest and to the benefit of the LA DOTD. CMAR contracting provides a reduction in construction time by utilizing a concurrent execution of design and construction; aligns the LA DOTD’s, Design Professional’s, and CMAR Contractor’s mutual Project goals; and minimizes the risk of construction and design disputes by using a collaborative process. Further, use of the CMAR project delivery method will allow more control over the ultimate costs of the Project and result in a more efficient use of both time and money.

## PROJECT GOALS

The Louisiana Department of Transportation and Development’s goals for the Project are as follows:

###### Successful collaboration, communication and partnering between the CMAR Contractor, the Independent Cost Estimator (ICE), and the Design Professional throughout the Pre-Construction Services Phase;

###### Innovative cost savings measures and construction methods that may be utilized to fund additional items of work;

###### CMAR Contractor input during design review pertaining to constructability, means and methods, sequencing, temporary works, cost, and schedule to prepare for successful implementation of the Project;

###### Minimize inconvenience to the traveling public during construction;

###### Design and construction that minimize impacts to the surrounding property owners and business owners;

###### A project that includes innovative means and methods of construction while remaining within the corridor established by the NEPA documents;

###### A project that complies with the Permits, Mitigations and Commitments outlined in the Environmental Assessment (EA); and

###### A project completed within the agreed budget and schedule.

## THE STATEMENT OF QUALIFICATIONS

### Documents in the Request for Qualifications

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

###### This RFQ;

###### Addenda to this RFQ;

###### Appendix A – Project Limits;

###### Appendix B – Statement of Qualifications Instructions;

###### Appendix C – Statement of Qualifications Forms;

###### Appendices D and E, CMAR Contract Parts 1 through 2, inclusive of the following parts and any exhibits thereto:

Part 1 – Sample Pre-Construction Services Agreement; and

Part 2 – Sample Construction Services Contract; and

###### Reference Documents.

The components of the RFQ are intended to be complementary and to describe and provide for a fair and competitive procurement process. Prior to execution of the CMAR Contract, the components of the RFQ complement one another in the descending order of precedence shown above. After execution of the CMAR Contract, the order of precedence is governed by Part 1 – Pre-Construction Services Agreement, Article I, or Part 2 – Construction Services Contract, Section 1.0, as appropriate.

### Cover Letter

The Proposer shall provide a one-page letter indicating its desire to be considered for the Project and stating the official names and roles of all Principal Participants and Subcontractors. 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 created specifically for this Project, authorized representatives of all proposed Principal Participants shall sign the letter. “Authorized representatives” are those representatives that possess notarized Powers of Attorney as set forth in Appendix B – SOQ Instructions, Section B2.2(F) and (G)(4).

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 L-1 (*see* Appendix B – SOQ Instructions, Section B2.2(B)). All communication regarding the procurement process and Project shall be conducted with the Proposer’s single point of contact.

### Executive Summary

An Executive Summary, not to exceed two pages, highlighting the positive elements of the Proposer’s SOQ must be included with the SOQ. The Executive Summary should emphasize the benefits to the LA DOTD contained in the SOQ. The Executive Summary will not be considered confidential and, as such, should not contain any confidential proprietary or trade secret information. After award of the CMAR Contract, the Executive Summary of any or all Proposers may be made public, at the sole discretion of the LA DOTD.

### Statement of Qualifications

The SOQ must be submitted as specified in Appendix B to this RFQ, which is entitled “SOQ Instructions.”

### Inclusion in Construction Management at Risk Contract

The SOQ submitted by the successful Proposer will be included with and bound into the Pre-Construction Services Agreement as Exhibit F – CMAR Contractor’s Statement of Qualifications at execution.

### Required Forms

Failure to provide all information and all completed forms (*see* Appendix C – SOQ Forms) in the format specified in Appendix B – SOQ Instructions may result in the LA DOTD’s rejection of the SOQ or assignment of a lower score. All blank spaces in the SOQ forms must be filled in as noted and without change to the phraseology of the RFQ or the items mentioned therein. **Any alteration, addition (other than expanding forms in order to properly include all required information), or deletion to the format of the forms contained in Appendix C – SOQ Forms may render an SOQ non-responsive.**

### Language in Statement of Qualifications

The verbiage used in each SOQ will be interpreted and evaluated based on the level of commitment provided by the Proposer. Tentative commitments will be given no consideration. 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.

### Property of the Louisiana Department of Transportation and Development

All documents submitted by the Proposer in response to this RFQ 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.

### Errors

If any mistake, error, or ambiguity is identified by the Proposer at any time during the SOQ process in any of the documents supplied by the LA DOTD, the Proposer shall notify the LA DOTD in writing of the alleged mistake, error, or ambiguity and the recommended correction in accordance with Section 2.2. Failure to do so will be deemed a waiver of any claim for additional compensation associated therewith.

## ABBREVIATIONS

|  |  |
| --- | --- |
| AASHTO | American Association of State Highway and Transportation Officials |
| C.F.R. | Code of Federal Regulations |
| CMAR | Construction Management at Risk |
| DBE | Disadvantaged Business Enterprise |
| EA | Environmental Assessment |
| FHWA | Federal Highway Administration |
| FONSI | Finding of No Significant Impact |
| GMP | Guaranteed Maximum Price |
| JV | Joint Venture |
| LaDEQ | Louisiana Department of Environmental Quality |
| LA DOTD | Louisiana Department of Transportation and Development |
| LLC | Limited Liability Company |
| LOI | Letter of Interest |
| NEPA | National Environmental Policy Act |
| NOI | Notice of Intent |
| NTP | Notice to Proceed |
| QA | Quality Acceptance |
| RFQ | Request for Qualifications |
| ROW | Right of Way |
| SOQ | Statement of Qualifications |
| UPS | United Parcel Service |
| US | United States |
| USACE | United States Army Corps of Engineers |
| USPS | United States Postal Service |
| WQC | Water Quality Certification |
|  |  |

## DEFINITIONS

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

**“Advertisement”** means the public announcement in the form of the Notice of Intent (NOI) inviting qualified Proposers to obtain the RFQ and submit a Letter of Interest (LOI). 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 LOIs were received, and such other matters as the LA DOTD deemed advisable to include therein. The Advertisement for this Project was published on February 20 and March 20, 2023.

**“Affiliate”** means any of the following:

###### A Person which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the following:

The Proposer; or

Any other Principal Participant.

###### An Affiliate may also be any Person for which ten percent or more of the equity interest in such Person is held directly or indirectly, beneficially or of record, by the following:

The Proposer;

Any Principal Participant; or

Any Affiliate of the Proposer under part (A) of this definition.

For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship, or otherwise.

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

**“Construction Management at Risk” or “CMAR”** means a delivery method by which the LA DOTD uses the Design Professional, that is engaged by the LA DOTD, for professional predesign services, design services, or both, and the LA DOTD contracts separately with the CMAR Contractor to engage in the Pre-Construction Services Phase. The CMAR Contractor may also provide construction services to build the Project if the CMAR Contractor is awarded the Construction Services Contract.

**“Construction Management at Risk Contract” or “CMAR Contract”** means the written agreement between LA DOTD and the CMAR Contractor with respect to the Project, executed in the following two parts:

1. The Pre-Construction Services Agreement; and
2. If a Guaranteed Maximum Price (the “GMP”), Baseline Progress Schedule, and Construction Services Scope of Work are negotiated and agreed to between the LA DOTD and CMAR Contractor, the Construction Services Contract.

CMAR Contract may refer to (1) the Pre-Construction Services Agreement, (2) the Construction Services Contract, or (3) both, read as a single instrument, depending upon context.

**“Construction Management at Risk Contractor or CMAR Contractor”** means the Person, sole proprietorship, partnership, corporation, or other legal entity, properly licensed, bonded, and insured, that does one or both of the following:

1. Provides construction experience to the LA DOTD and its Design Professional during the Pre-Construction Services Phase regarding the constructability of the Project; and
2. Assumes the risk to construct the Project for a GMP without re-procurement, if the GMP, Baseline Progress Schedule, and Construction Services Scope of Work are negotiated and agreed to between the LA DOTD and CMAR Contractor.

**“Construction Services Contract”** means, if successfully negotiated during pre-construction services, the written agreement between the LA DOTD and the CMAR Contractor setting forth the obligations of the parties to construct the Project, including the performance of the work, the furnishing of labor and materials, the basis of payment, the GMP, and the Baseline Progress Schedule. The Construction Services Contract, if executed, is one part of the CMAR Contract.

**“Construction Services Phase”** means the time period when the CMAR Contractor performs the construction. The time begins after the Construction Services Contract Notice to Proceed (NTP) is issued.

**“Construction Services Scope of Work”** means all duties and services to be furnished and provided by the CMAR Contractor as required by the Construction Services Contract, including, the administrative, quality control, quality assurance, procurement, legal, professional, manufacturing, supply, installation, supervision, management, testing, verification, labor, materials, equipment, documentation, and construction activities and all other efforts necessary or appropriate to complete the construction services, if the CMAR Contractor is awarded the Construction Services Contract.

**“Design Professional”** means the engineer, architect, or landscape architect that has secured a professional license from a Louisiana registration board as required by state law and that is selected by the LA DOTD in accordance with state law.

**“Disadvantaged Business Enterprise”** means a for-profit small business concern as defined in 49 C.F.R. Part 26.

**“Guaranteed Maximum Price or GMP”** means the negotiated price between the LA DOTD and CMAR Contractor for construction services for the Project or portion thereof.

**“Key Personnel”** means the persons listed in Article XXXVI of Appendix D – CMAR Contract – Part 1 - Sample Pre-Construction Services Agreement or Special Provision 108 of Appendix E – CMAR Contract – Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions.

**“Lead Principal Participant”** means the Principal Participant that is designated by the Proposer as having the lead responsibility for managing the Proposer’s organization.

**“Louisiana Department of Transportation and Development” or “LA DOTD”** means the LA DOTD, through its offices and officers, responsible for developing and implementing programs to ensure adequate, safe, and efficient transportation and other public works facilities and services in the state in accordance with Chapter 11 of Louisiana R.S. Title 36, as amended.

**“Person”** means any individual, corporation, company, LLC, joint venture, voluntary association, partnership, trust, unincorporated organization, or governmental person.

**“Pre-Construction Services Agreement”** means the written agreement between the LA DOTD and the CMAR Contractor setting forth the obligations of the parties with respect to the performance of certain pre-construction services, including, but not limited to, scheduling, pricing, and phasing to assist the LA DOTD in designing a more constructible Project. The Pre-Construction Services Agreement is one part of the CMAR Contract.

**“Pre-Construction Services Phase”** means the first phase of the Project when the CMAR Contractor performs the activities under the Pre-Construction Services Agreement.

**“Pre-Construction Services Scope of Work”** means all duties and services to be furnished and provided by the CMAR Contractor as required by the Pre-Construction Services Agreement, including, the administrative, quality control, quality assurance, procurement, legal, professional, supervision, management, and documentation and all other efforts necessary or appropriate to complete the pre-construction services.

**“Principal Participant”** means any of the following entities:

1. The Proposer;
2. If the Proposer is a JV, partnership, or LLC created specifically for purposes of proposing on this Project, any joint venturer, partner, or member of the Proposer; and/or
3. All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the Proposer.

**“Project”** means the LA 1/LA 415 Connector CMAR Project.

**“Proposer”** means a Person submitting an SOQ for the Project in response to the RFQ. For purposes of the CMAR Contract, the CMAR Contractor means a Proposer.

**“Reference Documents”** means the documents provided with and so designated in the RFQ. The Reference Documents, including any plans contained therein and/or so designated, are not a part of the CMAR Contract and are provided to the Proposers for informational purposes and for use in the Proposer’s SOQ preparation, at the Proposer’s discretion.

**“Request for Qualifications (RFQ)”** means the LA DOTD’s RFQ issued on May 26, 2023.

**“Secretary”** means the Secretary of the LA DOTD.

**“Stakeholder”** means any party that has a vested interest in the Project or authority to approve or control specific aspects of the Project or elements that will impact the outcome of the Project. This includes, but is not limited to, the LA DOTD, the Federal Highway Administration (FHWA), local city and parish governments, permitting agencies, and utility companies and the associated staff members of these entities.

**“Statement of Qualifications (SOQ)”** 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.

**“Weakness”** means a flaw in the SOQ that is determined by the LA DOTD to increase the risk of unsuccessful CMAR Contract performance. A significant Weakness in the SOQ is a flaw that is determined by the LA DOTD to appreciably increase the risk of unsuccessful CMAR Contract performance.

For definitions of other initially capitalized terms, *see* Appendices D and E, CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Exhibit A – Acronyms and Definitions, and Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions, Special Provision 101, as appropriate.

## GOVERNING LAW

The laws of the State of Louisiana will govern the RFQ and CMAR Contract.

## IMPROPER CONDUCT

### 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 forfeit its Proposal Bond, the Proposer shall not be entitled to any payment, and the LA DOTD may sue the Proposer for damages.

### Non-Collusion Form

The Proposer shall provide the Non-Collusion Form (Appendix C – SOQ Forms to this RFQ). *See also* Appendix B – SOQ Instructions to this RFQ.

## LANGUAGE REQUIREMENTS

All correspondence regarding the RFQ, SOQ, and CMAR Contract must be in the English language. If any original documents required for the SOQ 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.

## PROPOSAL SCHEDULE

### Anticipated Schedule

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

| **Schedule Event** | **Date** |
| --- | --- |
| Issue date of the RFQ | May 26, 2023 |
| Final date for receipt of Proposer RFQ questions | July 19, 2023 |
| Issue date for final Addendum and/or answers to Proposer RFQ questions | August 2, 2023 |
| SOQ due date | August 11, 2023 |
| Proposer oral presentations, if held | Week of August 28, 2023 |
| Selection of the successful Proposer | September 6, 2023 |
| Award | September 15, 2023 |
| Pre-Construction Services Agreement executed and NTP | October 6, 2023 |
|  |  |

### Statement of Qualifications Due Date

The completed SOQ shall be delivered to the LA DOTD’s designated point of contact at [LA415CMAR@la.gov](mailto:LA415CMAR@la.gov), no later than 12:00 p.m. (Central Time), on the SOQ due date specified in Section 1.10.1. Only electronic submission of SOQs will be permitted.

|  |  |
| --- | --- |
|  |  |

## CHANGES TO THE PROPOSER’S ORGANIZATION

It is a requirement of the LA DOTD that the Proposer’s organization, including Principal Participants and Key Personnel, identified in the SOQ remain intact for the duration of the procurement process and the CMAR Contract. A Proposer may propose substitutions for participants after the SOQ submittal. 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. Requests for changes in any of the Principal Participants or a subcontractor responsible for performing more than 20% of the construction services will be particularly scrutinized. A rejection of the requested change by the LA DOTD, or the failure of the Proposer to request LA DOTD approval of the change, may result in the disqualification of the Proposer.

If a request is made to add to the organization, other than the addition of subcontractors, the Proposer shall submit with its request that information specified for a Principal Participant in the RFQ, including legal and financial data as well as the information for qualitative evaluation. If a Principal Participant is being deleted, the Proposer shall submit such information as may be required by the LA DOTD to demonstrate that the changed team meets the RFQ criteria. The LA DOTD specifically reserves the right to accept or reject the requested change. A rejection of the requested change by the LA DOTD, or the failure of the Proposer to request LA DOTD approval of the change, may result in the disqualification of the Proposer.

If the Proposer wishes to change any of the Key Personnel presented by the Proposer in its SOQ, the Proposer must submit a request to change its organization in writing. If a request is made to change any Key Personnel, the Proposer shall submit with its request that information specified for that Key Personnel in the RFQ, including a resume. The LA DOTD specifically reserves the right to accept or reject the requested change. A rejection of the requested change by the LA DOTD, or the failure of the Proposer to request LA DOTD approval of the change, may result in the disqualification of the Proposer.

The Proposer’s submission of an SOQ in response to this RFQ is an acknowledgment and certification that the Proposer is committed to assigning the resources identified in its SOQ, including Key Personnel and other staff identified by name, equipment, Material, supplies, and facilities to this Project if the Proposer is awarded the CMAR Contract, to the extent that assigning these resources remains within the control of the Proposer and its Principal Participants.

## INELIGIBLE FIRMS

A potential organizational conflict of interest may occur where consultants and/or their subcontractors that assisted the LA DOTD in the preparation of the RFQ, including the firms listed in Section 1.12.1, participate as a Proposer or a member of a Proposer in response to that RFQ. 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 RFQ and did not include assistance in the development of the RFQ or evaluation criteria; 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.

The Proposer shall include a full disclosure of all potential organizational conflicts of interest in its SOQ. The successful Proposer and its Principal Participants must disclose all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest. The successful Proposer and its Principal Participants must state how their interests, or those of their chief executives, directors, Key Personnel, or any proposed subcontractor may result in, or could be viewed as, an organizational conflict of interest.

In addition, any firm that is rendered ineligible due to any state or federal action is ineligible to participate with any Proposer. A Proposer must not submit an SOQ, nor will an SOQ be considered, if the Proposer or any Principal Participant 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 on the date of submission of the SOQ or award. If a subcontractor identified in a Proposer’s SOQ is placed 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 on the date of the submission of the SOQ or award, the LA DOTD specifically reserves the right to require the affected Proposer to replace the disqualified or debarred subcontractor prior to that Proposer’s SOQ being considered or eligible for award under this procurement.

### List of Ineligible Firms

The following firms are subject to the requirements set forth in this Section 1.12:

###### Arcadis, Inc.;

###### Bowlby & Associates, Inc.;

###### Civil Design & Construction, Inc.;

###### Coastal Environments, Inc. (CEI);

###### Franklin Associates, Inc.;

###### Fugro USA Land, Inc.;

###### Providence Engineering and Environmental Group LLC;

###### Siema Construction, LLC;

###### SJB Group, LLC;

###### Stanley Consultants, Inc.;

###### Stantec Consulting Services, Inc.; and

###### TRC Engineers, Inc.

## PROJECT SCOPE AND PRE-CONSTRUCTION SERVICES BUDGET

Proposers shall refer to Section 1.1 for a description of the Project and to Appendices D and E CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Exhibit B – Pre-Construction Services Scope of Work, and Part 2 – Sample Construction Services Contract, Exhibit A – Construction Services Scope of Work for the Project’s scope.

The total compensation payable to the CMAR Contractor for performance of pre-construction services is estimated to be $750,000.00. This amount represents the maximum allowable cost for pre-construction services, and will be finalized in the awarded Pre-Construction Services Agreement. The Proposer’s SOQ shall confirm its ability to perform pre-construction services within the estimated total compensation.

The LA DOTD’s estimated cost for construction services under the Construction Services Contract is anticipated to not exceed $220,000,000.00. The GMP for construction services under the Construction Services Contract will be negotiated during the performance of the Pre-Construction Services Agreement. Successful negotiation of the GMP is a condition precedent to award of the Construction Services Contract.

## DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The LA DOTD has determined that Disadvantaged Business Enterprise (DBE) requirements apply to pre-construction and construction services for 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 C.F.R. § 26.5. The Proposer’s DBE compliance obligations are governed by all applicable federal DBE regulations, including 49 C.F.R. Part 26, as well as applicable requirements set forth in the CMAR Contract and the LA DOTD’s DBE Program document.

The LA DOTD’s annual agency-wide DBE goal for Fiscal Years (FY) 2023 to 2025 is 16.7%. It is the strong position of the LA DOTD that this Project affords opportunities for DBEs that will well exceed the annual goal. Proposers should note that if the LA DOTD’s annual goal increases prior to agreement on the GMP, then the annual goal existing at the time of agreement to the GMP will be the applicable annual goal.

The LA DOTD’s DBE requirements applicable to the CMAR Contract are set forth in Appendices D and E, CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Exhibit E – DBE Participation in Federal Aid Construction Management at Risk Contracts, and Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions, Special Provision 110, Appendix 110A, and LA DOTD’s DBE Program adopted pursuant to 49 C.F.R. Part 26. The DBE participation goal for the Pre-Construction Services Agreement is 0%.

The DBE goal to be performed under the Project’s Construction Services Contract will be determined at or before 60% design as the Project advances through pre-construction services. The CMAR Contractor will be required to submit updated DBE forms and information demonstrating that it has met the assigned goal, or has conducted good faith efforts (GFE) to do so, with the corresponding Guaranteed Maximum Price Proposal (the “GMP Proposal”).

As set forth in Section B2.2(I) of Appendix B – SOQ Instructions, each Proposer shall submit Form DBEC, Appendix C – SOQ Forms, with its SOQ. Failure to provide Form DBEC will be considered a breach of the SOQ requirements and will render an SOQ non-responsive.

The selected Proposer shall provide DBE commitments in the form required by the LA DOTD as DBE subcontractors are identified, in accordance with Appendices D and E, CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Exhibit E – DBE Participation in Federal Aid Construction Management at Risk Contracts, and Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions, Special Provision 110, Appendix 110A, and the LA DOTD’s DBE Program.

## ENVIRONMENTAL STATUS AND MITIGATIONS

A Finding of No Significant Issue (FONSI) based on a March 2007 Environmental Assessment (EA) was issued on April 11, 2007. The re-evaluation of this EA was completed on April 12, 2023. Any work described herein is subject to adjustment due to any determinations as a result of the final environmental documentation and any required permits.

It will be the responsibility of the CMAR Contractor to comply with mitigation requirements and any other requirements or general conditions of any NEPA documents. If the CMAR Contractor chooses to modify the data on which any NEPA documents or a permit are based, a modification to the mitigation requirements may result. The CMAR Contractor will be responsible to construct or pay for, at its sole expense, any and all required NEPA document modifications/mitigation.

## PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In preparing its SOQ, the Proposer shall certify that it has considered all proposals submitted by 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 SOQ of the Proposer if this certification is subsequently determined to be false, and to terminate any CMAR Contract awarded based on such a false response.

# PROCUREMENT PROCESS

## METHOD OF PROCUREMENT

The CMAR Contract will be procured per Louisiana R.S. 38:2225.2.4. The intent of the LA DOTD is to award the CMAR Contract to the most highly qualified Proposer.

The CMAR Contractor will be selected based on both Pass/Fail Evaluation Factors and Qualitative Evaluation Factors.

## RECEIPT OF THE REQUEST FOR QUALIFICATIONS AND OTHER INFORMATION

The RFQ and other information may be obtained by Proposers that have submitted Letters of Interest (LOI) to the LA DOTD in response to the Advertisement.

### Louisiana Department of Transportation and Development Designated Point of Contact

The LA DOTD’s designated point of contact for this Project is the LA DOTD’s Project Manager, Corey Landry, P.E.

The LA DOTD will only consider questions regarding the RFQ if submitted in writing by a Proposer that has submitted an LOI. All such requests must be submitted in the Microsoft Word format shown on Form Q (*see* Appendix C – SOQ Forms to this RFQ) to the LA DOTD’s designated point of contact for this Project at [LA415CMAR@la.gov](mailto:LA415CMAR@la.gov).

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 1.10.1. 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.

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.

### 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 CMAR Contract and procurement. The following rules of contact will apply during procurement for the Project, and commenced on the date of the Advertisement. Contact includes face-to-face, telephone, facsimile, E-mail, or any other formal or informal written communications. Any contact determined to be improper, at the sole discretion of the LA DOTD, may result in disqualification.

1. A Proposer or any of its team members must not communicate with another Proposer or its team members with regard to the Project, this RFQ, or either Proposer’s SOQ, 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.
2. The Proposers shall correspond with the LA DOTD regarding this RFQ only through the LA DOTD’s and Proposer’s designated representatives.
3. The Proposers shall not contact any LA DOTD employees, including, department heads; members of the evaluation teams or Selection Review Committee; and any official who will participate in the decision to award the CMAR Contract 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.
4. 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.
5. Any official information regarding the Project will be disseminated from the LA DOTD’s designated point of contact identified in Section 2.2.1. Any official correspondence will be in writing and signed by the LA DOTD’s designated point of contact.
6. 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.
7. The Proposers shall not contact Stakeholder staff regarding the Project.

## ADDENDA AND RESPONSES TO QUESTIONS

### Addenda

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

### Correspondence and Information

The Proposer shall note that no correspondence or information from the LA DOTD or anyone representing the LA DOTD regarding the RFQ or the SOQ process in general will have any effect unless it is in compliance with Section 2.2.2.

### Responses to Questions

Each Proposer is responsible for reviewing the RFQ prior to the dates specified for submission of questions relating to the RFQ in Section 1.10.1 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 Section 2.2.1. Summaries of the questions and responses will be sent to all Proposers that have submitted an LOI without attribution. The responses will not be considered part of the CMAR Contract but may be relevant in interpreting the CMAR Contract.

### 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 RFQ later than the date specified in Section 1.10.1.

## COMPLIANT STATEMENT OF QUALIFICATIONS

The Proposer shall submit an SOQ that provides all the information required by the RFQ. The Proposer’s SOQ may be rejected if the SOQ, or any portion thereof, does not fully comply with the instructions and rules contained in the RFQ, including the appendices.

Each SOQ must be submitted in the official format that is specified by the LA DOTD. The Proposer shall sign each copy of the SOQ submitted to the LA DOTD.

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

1. If the SOQ is submitted in a format other than that furnished or specified by the LA DOTD; if it is not properly signed; if the Form of SOQ (*see* Appendix C – SOQ Forms to this RFQ) is altered except as contemplated herein; if any form included in Appendix C – SOQ 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 SOQ package;
2. If the SOQ or any portion thereof is illegible or contains any omission, erasures, alterations, or items not called for in the RFQ or contains unauthorized additions, conditions, or alternates or other irregularities of any kind, and if the LA DOTD determines that such irregularities make the SOQ incomplete, indefinite, or ambiguous as to its meaning;
3. If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into a CMAR Contract following award;
4. If the Proposer attempts to limit or modify the required form of any required surety bond, if the Proposal Bond (*see* Appendix C – SOQ Forms to this RFQ) is not provided, and/or if requested information deemed material by the LA DOTD is not provided; and
5. If for any other reason the LA DOTD determines the SOQ to be non-responsive.

## NON-PUBLIC PROCESS

The LA DOTD will maintain a process to ensure confidentiality for the duration of this procurement. In accordance with Louisiana R.S. Section 48:255.1, the LA DOTD may require each Proposer to furnish sufficient information that will indicate the financial and other capacities of the Proposer to perform the proposed Work. This information will be subject to audit and must be submitted by the Proposer in a format clearly marked “confidential,” and the information contained therein will be treated as confidential and protected from disclosure pursuant to Louisiana R.S. 44:1, *et seq*.

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

1. Clearly mark all proprietary or trade secret information as such in its SOQ at the time the SOQ 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;
2. Include a statement with its SOQ justifying the Proposer’s determination that certain records are proprietary or trade secret information for each record so defined;
3. Submit one copy of the SOQ that has all the proprietary or trade secret information deleted from the SOQ and label such copy of the SOQ “Public Copy” or certify in its cover letter that the SOQ contains no proprietary or trade secret information; and
4. Upon notice from the LA DOTD that a request for release of information has been received, 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 CMAR Contract. In submitting an SOQ, the Proposer agrees that this indemnification and duty to defend survives as long as the confidential business information is in the possession of the State.

Proposers and the LA DOTD agree that any records pertaining to this procurement will remain confidential until CMAR Contract execution, unless such records are designated proprietary or trade secret information as provided herein. Should the LA DOTD receive a request for the release of information prior to CMAR Contract execution, the Proposer, whose information is requested will defend and hold harmless the LA DOTD as set forth in Section 2.5(D).

## SUBMISSION OF STATEMENTS OF QUALIFICATIONS

### Submission of a Statement of Qualifications

The SOQ must be submitted in accordance with this RFQ and the following requirements:

1. The subject line of the electronic submission must state “Statement of Qualifications – LA 1/LA 415 Connector CMAR Project.” (*See* Appendix B – SOQ Instructions.) The SOQ must be delivered to the designated point of contact at the address identified in Section 1.10.2;
2. The State Project Number H.005121/Federal Project No. H005121, identification as an SOQ for the Project, and the name and address of the Proposer must be clearly stated in the cover E-mail;
3. The SOQ must be received by the designated point of contact no later than the time specified in Section 1.10.2; and
4. Where certified copies are required, the Proposer shall stamp the document or cover with the words “Certified True Copy” and have the stamp oversigned by the Proposer’s designated point of contact.

### Modifications to a Statement of Qualifications

A Proposer may modify its SOQ in writing prior to the time and to the designated point of contact specified in Section 1.10.2 of the RFQ on the SOQ due date identified in Section 1.10.1. The modification must conform in all respects to the requirements for submission of an SOQ, including electronic submission. Modifications must be clearly delineated as such on the face of the document to prevent confusion with the original SOQ and must specifically state that the modification supersedes the previous SOQ 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 SOQ. The modification must contain complete SOQ sections, complete pages, or complete forms as described in Appendix B – SOQ Instructions of this RFQ. Line item changes will not be accepted.

### Withdrawal of a Statement of Qualifications

A Proposer may withdraw its SOQ only by a written and signed request that is received by the LA DOTD prior to the SOQ due date identified in Section 1.10.1 and prior to the time and to the designated point of contact specified in Section 1.10.2. If a Proposer withdraws any portion of its SOQ then it will be deemed to have withdrawn its SOQ in its entirety.

Following withdrawal of its SOQ, the Proposer may submit a new SOQ, provided that it is received prior to the time designated in Section 1.10.2 on the SOQ due date identified in Section 1.10.1 and submitted in accordance with the requirements of this RFQ. The Proposer agrees that its SOQ will remain valid for 180 calendar days following the SOQ due date identified in Section 1.10.1. In the event a Proposer withdraws all or any part of its SOQ within 180 calendar days following the SOQ due date identified in Section 1.10.1 without written consent of the LA DOTD, the Proposer shall forfeit its Proposal Bond.

### Public Opening of Statements of Qualifications

There will be no public opening of the SOQs.

### Late Statements of Qualifications

The LA DOTD will not consider any late SOQs.

## EXAMINATION OF THE REQUEST FOR QUALIFICATIONS AND WORK SITE

The Proposer shall carefully examine the site of the proposed Work, including material pits and haul roads, and the complete RFQ, including Reference Documents, before submitting an SOQ.

The submission of an SOQ 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 CMAR Contract. The Proposer must so certify on the Form of SOQ (*see* Appendix C – SOQ Forms) in order for the SOQ to be valid.

# PROPOSAL REQUIREMENTS

## LICENSING REQUIREMENTS

Proposers shall be licensed as required by applicable federal and state laws, rules, and regulations. Evidence of proper licensing shall be provided prior to award of the CMAR Contract to the apparently successful Proposer.

## PROPOSAL BOND

### Requirements

A Proposal Bond (*see* Appendix C – SOQ Forms) must accompany the SOQ.

### Return of Proposal Bond

Proposal Bonds will not be returned to the unsuccessful Proposers. All Proposal Bonds will be destroyed after CMAR Contract execution.

### Surety Requirements

Any Proposal Bond provided in accordance with this Section 3.2 must be issued by a surety that is qualified in accordance with Louisiana Revised Statutes 48:255(D).

### Rights Reserved

Each Proposer understands and agrees, by submitting its SOQ, that the LA DOTD reserves the right to reject any and all SOQs, or part of any SOQ, and that the SOQ may not be withdrawn for a period of 180 calendar days subsequent to the SOQ due date identified in Section 1.10.1 without written consent of the LA DOTD.

Each Proposer further understands and agrees that if it should withdraw any part or all of its SOQ within 180 calendar days after the SOQ due date identified in Section 1.10.1 without the consent of the LA DOTD; should refuse or be unable to enter into the CMAR Contract; should refuse or be unable to furnish an adequate and acceptable performance bond, if required; should refuse or be unable to furnish adequate and acceptable insurance, as provided herein; or should refuse or be unable to furnish the information requested in this RFQ, it must forfeit its Proposal Bond.

The Proposer understands that any material alteration of documents specified in this Section 3.2 or any of the material terms contained on the Proposal Bond (*see* Appendix C – SOQ Forms), other than that requested, will render the SOQ non-responsive and non-compliant.

## SIGNATURES REQUIRED

The Form of SOQ (*see* Appendix C - SOQ 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 must be provided, together with evidence of authorization.

## NUMBERS OF DOCUMENTS

### Statement of Qualifications

The electronic copy of the SOQ shall be certified as a true copy in accordance with Section 2.6.1(D).

### Cost of Preparing Statement of Qualifications

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

### Obligation to Award

The LA DOTD is under no obligation to award the CMAR Contract to the most highly qualified Proposer, the apparent successful Proposer, or to award the CMAR Contract at all.

# 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 SOQ due date identified in Section 1.10.1.

## JOINT INFORMATIONAL MEETINGS

Although the LA DOTD does not anticipate any joint informational meetings during this procurement, the LA DOTD may hold joint informational meetings with all Proposers at any time prior to the SOQ due date identified in Section 1.10.1. 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 that has submitted an LOI identifying the specifics of the time, date, and location; attendees; anticipated agenda; and whether or not attendance at the joint informational meeting is mandatory.

## ONE-ON-ONE MEETINGS

The LA DOTD may, at its sole discretion, conduct one-on-one meetings with firms that submitted an LOI and that may act as the Lead Principal Participant for a Proposer at any time prior to the SOQ due date specified in Section 1.10.1.

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 firm that has submitted an LOI and that may act as the Lead Principal Participant for a Proposer identifying the specifics of the time, date, and location; attendees; and whether or not attendance at the one-on-one meetings is mandatory.

Any information and documents necessary for the preparation of SOQs 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. 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 CMAR Contract execution, unless records are exchanged that are proprietary or trade secret information. Should the LA DOTD receive a request for the release of information prior to CMAR Contract execution, the Proposer whose information is requested will defend and hold harmless the LA DOTD as set forth in Section 2.5(D).

# STATEMENT OF QUALIFICATIONS evaluations

The SOQ must be submitted in accordance with Appendix B – SOQ Instructions. Other than the Executive Summary, the information contained in the SOQ will not be disclosed to the public or any Proposer until after CMAR Contract execution.

The written SOQ will be evaluated by the Selection Review Committee on the Pass/Fail Evaluation Factors and Qualitative Evaluation Subfactors and Factors identified in this RFQ. The Selection Review Committee consists of the following members, or their designees:

1. Corey Landry, P.E., Critical Projects Manager, Chair;
2. Josh Cain, Siema Construction, LLC;
3. Ryan McMillan, P.E., HQ Construction Area Engineer;
4. Wei Peng, P.E., Bridge Design Engineer 6; and
5. Edward Wedge, P.E., Stanley Consultants, Inc.

If any member of the Selection Review Committee listed in Section 5.0(A) through (E) needs to be replaced due to an unforeseeable circumstance, Proposers will be notified as expeditiously as possible.

Each Selection Review Committee member will be required to review each SOQ in its entirety. After initial review of each SOQ is completed, the Selection Review Committee will meet to discuss each Proposer’s SOQ and each Selection Review Committee member will initially rate each SOQ. The LA DOTD reserves the right to schedule Proposer Oral Presentations in accordance with Section 5.5. Subsequent to the Proposer Oral Presentations, if held, and subsequent to the receipt of any clarification pursuant to 5.3, the Selection Review Committee will meet to discuss each eligible Proposer’s SOQ, responses to requests for clarifications, and Oral Presentation, if held.

After initial evaluations; receipt of clarifications, if requested; and oral presentations, if held, each Selection Review Committee member will determine the pass/fail status of each Pass/Fail Evaluation Factor. Each Selection Review Committee member will then determine the rating and assign the corresponding score for each Qualitative Evaluation Subfactor and Factor.

After each Selection Review Committee member assigns a technical rating and corresponding score for each Qualitative Evaluation Subfactor and Factor, the Chair of the Selection Review Committee will conduct a mathematical calculation, taking into account each Selection Review Committee member’s Qualitative Evaluation Subfactor and Factor score and weighting to arrive at the total SOQ score for each Proposer’s SOQ for each member of the Selection Review Committee.

The Selection Review Committee members’ total SOQ scores for each Proposer will be averaged to determine that Proposer’s overall total SOQ score.

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

Proposers are encouraged to keep in mind and address the Project goals identified in Section 1.3 in their SOQs.

## EVALUATION FACTORS AND CRITERIA

Legal and Financial evaluation factors and elements will be evaluated on a pass/fail basis by each member of the Selection Review Committee.

Project Understanding and Technical Approaches, Proposer Experience, Organization and Key Personnel, and Past Performance Qualitative Evaluation Factors, and any corresponding Subfactors, will be rated on a qualitative basis by each member of the Selection Review Committee prior to conversion to a score in accordance with Table 5-2, “Rating/Scoring Conversion Table.”

An SOQ must receive a pass on all Pass/Fail Evaluation Factors listed in Section 5.1.2 for the SOQ to be further evaluated and rated based on the Qualitative Evaluation Subfactors and Factors identified in Section 5.1.3. An SOQ must receive a pass on all Pass/Fail Evaluation Factors listed in Section 5.1.2 for the Proposer to be eligible for oral presentations, if held.

After initial rating of SOQs, the LA DOTD may, at its sole discretion, invite the Proposers to an oral presentation, if held, and Key Personnel interviews, if utilized.

In order to be eligible for award, a Proposer must have been invited to an oral presentation, if held, and Key Personnel interviews, if utilized, and an SOQ must receive a final rating of “pass” on each Pass/Fail Evaluation Factor and a minimum rating of “acceptable -” on each Qualitative Evaluation Subfactor and Factor.

### Statement of Qualifications Responsiveness

An initial responsiveness review of the SOQ will be performed prior to any evaluation in order to determine that all information requested in this RFQ is provided and in the format specified in Appendix B – SOQ Instructions.

### Pass/Fail Evaluation Factors

Each SOQ must achieve a rating of “pass” on any Pass/Fail Evaluation Factor listed in Sections 5.1.2.1 through 5.1.2.2 to receive further consideration. Failure to achieve a “pass” rating on any Pass/Fail Evaluation Factor after any Clarifications, if utilized, (*see* Section 5.2.3) will result in the Proposal being declared non-responsive and the Proposer being disqualified.

#### Legal Pass/Fail Evaluation Factor

The Legal Pass/Fail Evaluation Factor includes, but is not limited to, the following elements:

###### A properly executed Form of SOQ, (Appendix C – SOQ Forms);

###### For any member of the Proposer team performing construction work, evidence of the license to perform such work within the State of Louisiana or a commitment to obtain the license prior to CMAR Contract award;

###### Completion and submittal of specified forms and documents;

###### A disclosure regarding any potential organizational conflicts of interest, as further explained at Section 1.12; and

###### Compliance with any other RFQ legal requirements.

The specific information to be submitted is identified in Appendix B – SOQ Instructions, Section B2.2.

#### Financial Pass/Fail Evaluation Factor

Financial evidence must show evidence and affirmation of the Proposer’s capability to secure performance and payment bonds covering the specific terms of the Construction Services Contract. (*See* Section B3.2 of Appendix B – SOQ Instructions and Appendix E - CMAR Contract Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions, Special Provision 103.)

### Qualitative Evaluation Factors and Their Relative Importance

The following are the Qualitative Evaluation Factors:

###### Project Understanding and Technical Approaches Qualitative Evaluation Factor;

###### Proposer Experience Qualitative Evaluation Factor;

###### Organization and Key Personnel Qualitative Evaluation Factor; and

###### Past Performance Qualitative Evaluation Factor.

The Project Understanding and Technical Approaches Qualitative Evaluation Factor is assigned a weight of 50%. The Proposer Experience Qualitative Evaluation Factor is assigned a weight of 25%. The Organization and Key Personnel Qualitative Evaluation Factor is assigned a weight of 20%. The Past Performance Qualitative Evaluation Factor is assigned a weight of 5%.

#### Project Understanding and Technical Approaches Qualitative Evaluation Factor

The Project Understanding and Technical Approaches Qualitative Evaluation Factor is made up of the following Subfactors:

###### Pre-Construction Services Understanding and Approaches Qualitative Evaluation Subfactor; and

###### Construction Services Understanding and Approaches Qualitative Evaluation Subfactor.

The Subfactors listed in Section 5.1.3.1(A) and (B) are each assigned a weight of 50%.

Specific information to be submitted is identified in Section B4.0 of Appendix B – SOQ Instructions to this RFQ.

#### Organization and Key Personnel Qualitative Evalution Factor

The Organization and Key Personnel Qualitative Evaluation Factor is made up of the following Subfactors:

###### Proposer’s Organization Qualitative Evaluation Subfactor; and

###### Proposer’s Key Personnel Qualitative Evaluation Subfactor.

The Subfactor listed in Section 5.1.3.2(A) is assigned a weight of 30%. The Subfactor listed in Section 5.1.3.2(B) is assigned a weight of 70%.

Specific information to be submitted is identified in Section B5.0 of Appendix B – SOQ Instructions.

## EVALUATION GUIDELINES

### Qualitative Evaluation Subfactors and Factors

The Qualitative Evaluation Subfactors and Factors identified in Section 5.1.3 will be evaluated in accordance with the guidelines provided in this Section 5.2.1 by each member of the Selection Review Committee.

The Qualitative Evaluation Subfactors and Factors will be rated by each member of the Selection Review Committee using a qualitative/descriptive (adjectival) method. The following qualitative/descriptive ratings will be used in the rating of each Qualitative Evaluation Subfactor and Factor.

Qualitative Evaluation Subfactor and Factor ratings will then be converted into Qualitative Evaluation Subfactor or Factor scores for each Selection Review Committee member for each Proposer. Each Selection Review Committee member’s Qualitative Evaluation Subfactor and Factor scores will be used to calculate the total SOQ score for each Selection Review Committee member for each Proposer.

**EXCEPTIONAL** ~ The Proposer has demonstrated qualifications or an approach that is considered to significantly exceed stated criteria in a way that is beneficial to the LA DOTD. This rating indicates a consistently outstanding level of quality with 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 qualifications or an approach that is considered to exceed stated criteria. This rating indicates a generally better than acceptable quality with 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 qualifications or an approach that is considered to meet the stated criteria. This rating indicates an acceptable level of quality. The Qualitative Evaluation Subfactor or Factor demonstrates a reasonable probability of Proposer success. Weaknesses are minor and can be readily corrected.

**UNACCEPTABLE** ~ The Proposer has demonstrated qualifications or an approach that indicates significant Weaknesses and/or unacceptable quality. The Qualitative Evaluation Subfactor or Factor fails to meet the stated criteria and/or lacks essential information and is conflicting and/or unproductive. There is no reasonable likelihood of Proposer success. Weaknesses are so major and/or extensive that a major revision to the SOQ 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.

### Rating/Scoring Conversion Table

After each member of the Selection Review Committee assigns a rating for each Qualitative Evaluation Subfactor and Factor, each rating shall be converted to a score using Table 5-2, Rating/Scoring Conversion Table.

**Table 5-2 Rating/Scoring  
Conversion Table**

| Qualitative Evaluation Subfactor/Factor Rating | Qualitative Evaluation Subfactor/Factor Score |
| --- | --- |
| Exceptional + | 3,000 |
| Exceptional | 2,600 |
| Exceptional - | 2,300 |
| Good + | 2,100 |
| Good | 2,000 |
| Good - | 1,900 |
| Acceptable + | 1,700 |
| Acceptable | 1,400 |
| Acceptable - | 1,000 |
| Unacceptable | 0 |

## CLARIFICATIONS

The Proposer shall provide accurate and complete information to the LA DOTD. If information is not complete, the LA DOTD will either declare the SOQ non-responsive or notify the Proposer that it will not be allowed to participate further in the procurement of this Project 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 SOQ 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.

## ADDENDUM AFTER STATEMENT OF QUALIFICATIONS SUBMISSION

In the event a material error is discovered in the RFQ during the SOQ evaluation process, the LA DOTD will issue an Addendum to all Proposers that have submitted SOQs requesting revised SOQs based upon the corrected RFQ.

## ORAL PRESENTATIONS

### General

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

###### Highlight the most significant aspects of its SOQ;

###### Communicate its understanding of the RFQ requirements and other documents included in the RFQ; and

###### Respond to LA DOTD questions.

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

### Eligibility for Presentations

An SOQ must receive a pass on all Pass/Fail Evaluation Factors listed in Section 5.1.2 after initial rating for the Proposer to be eligible for oral presentations, if held. After initial rating of SOQs, the LA DOTD may, at its sole discretion, invite the Proposers, after initial rating of SOQs, to an oral presentation, if held, and Key Personnel interviews, if utilized.

## SELECTION DETERMINATION

The importance of quality in the completed Project requires that the maximum possible flexibility be afforded the CMAR Contractor to perform pre-construction services and (if a GMP, Baseline Progress Schedule, and Construction Services Scope of Work can be can be negotiated and agreed upon between the CMAR Contractor and the LA DOTD) the construction services for the Project. The LA DOTD’s procedures for the evaluation and selection of SOQs are structured to provide a comprehensive evaluation of quality that will result in the selection of the appropriate CMAR Contractor.

The Selection Review Committee will rate the SOQs on Pass/Fail Evaluation Factors and Qualitative Evaluation Subfactors and Factors. In determining the successful Proposer, each Selection Review Committee member will evaluate each Qualitative Evaluation Subfactor and Factor and assign a rating and score for each Proposer using the guidelines in Sections 5.2.1 and 5.2.2. The Chair of the Selection Review Committee will subsequently conduct mathematical calculations, taking into account each Qualitative Evaluation Subfactor and Factor score and weight, to determine each Selection Review Committee member’s total SOQ score for each Proposer. The average of these total SOQ scores will result in the overall total SOQ score for each Proposer.

The LA DOTD will not award the CMAR Contract to any Proposer that receives a “fail” rating on any Pass/Fail Evaluation Factor (Section 5.1.2) or receives a Qualitative Evaluation Subfactor or Factor rating of less than “acceptable -” for any Qualitative Evaluation Subfactor or Factor (Section 5.1.3). The LA DOTD will not award the CMAR Contract to any Proposer that the LA DOTD determines has submitted a non-responsive SOQ.

Unless all Proposals are rejected or this procurement is cancelled, the CMAR Contract will be awarded to the responsive Proposer offering a fully compliant SOQ that, after evaluation of the Pass/Fail Evaluation Factors and Qualitative Evaluation Subfactors and Factors, results in the most highly qualified Proposer.

## NEGOTIATIONS

Upon identification of the selected Proposer, the LA DOTD will proceed with the selected Proposer to finalize the Pre-Construction Services Agreement. The LA DOTD may agree to limited negotiations with the selected Proposer to clarify any issues regarding the Pre-Construction Services Scope of Work, schedule, pre-construction services pricing and payment, or any other information provided by the successful Proposer.

Any decision to commence or continue negotiations regarding the terms of the Pre-Construction Services Agreement is at the LA DOTD’s discretion. By submitting its SOQ, each Proposer commits to entering into the sample Pre-Construction Services Agreement included in the RFQ at Appendix D, without negotiation or variation, and to fill in blanks and include information from the SOQ that the sample Pre-Construction Services Agreement indicates is required.

If a Pre-Construction Services 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:

###### Require the selected Proposer to enter into the Pre-Construction Services Agreement in the form included in the RFQ at Appendix D, without variation except to fill in blanks and include information from the SOQ that the sample Pre-Construction Services Agreement indicates is required. If the selected Proposer chooses to not enter into the Pre-Construction Services Agreement in the form included in the RFQ, the selected Proposer will forfeit its Proposal Bond;

###### Reject all SOQs; or

###### Proceed to the next most highly qualified Proposer to finalize or attempt to negotiate the Pre-Construction Services Agreement with that Proposer.

# CONSTRUCTION MANAGEMENT AT RISK CONTRACT AWARD AND EXECUTION

## CONSTRUCTION MANAGEMENT AT RISK CONTRACT AWARD

If negotiations are successful with the selected Proposer and within 15 Calendar Days after receipt of the Pre-Construction Services Agreement, the selected Proposer shall deliver to the LA DOTD, along with the appropriate number of executed originals of the Pre-Construction Services Agreement, one original and three certified copies of the following:

###### Insurance certificates; and

###### Evidence that the CMAR Contractor (including its Principal Participants, if relevant) and any subcontractors performing construction work are properly licensed, if not previously provided.

Failure to comply with the above may result in cancellation of the notice of award and forfeiture of the Proposal Bond.

The Pre-Construction Services Agreement with the selected Proposer will not be effective until both the CMAR Contractor and the LA DOTD have signed it.

Refer to Appendices D and E, CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement and Part 2 – Sample Construction Services Contract for a sample of the CMAR Contract that the selected Proposer will be required to sign. The selected Proposer shall not make any additions to, deletions from, or changes in the required CMAR Contract.

## EXECUTION OF PRE-CONSTRUCTION SERVICES AGREEMENT

The successful Proposer will be required to execute four originals of the Pre-Construction Services Agreement and to comply in all respects with the statutory provisions relating to the CMAR Contract within 15 Calendar Days of the date of the delivery of the Pre-Construction Services Agreement by the LA DOTD. In case of failure or refusal on the part of the successful Proposer to deliver the duly executed Pre-Construction Services Agreement to the LA DOTD within the 15 Calendar Day period herein mentioned, the amount of the Proposal Bond may be forfeited and paid to the LA DOTD.

The selected Proposer shall, with its executed Pre-Construction Services Agreement, provide the LA DOTD the Proposer’s Federal Internal Revenue Service Employer Identification Number, or, if the Proposer is an individual with no employer identification number, the Proposer’s Social Security Number.

If the Pre-Construction Services Agreement is not executed by the LA DOTD within 20 working days following receipt from the successful Proposer of the signed Pre-Construction Services Agreement and all appropriate and satisfactory documents identified in Section 6.1(A) and (B), the Proposer shall have the right to withdraw the SOQ without penalty.

If the LA DOTD and the successful Proposer fail to execute the Pre-Construction Services Agreement within the time periods identified above, award of the CMAR Contract 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.

The Pre-Construction Services Agreement will not be effective until it has been fully executed by all of the parties thereto.

# PROTESTS

This Section 7.0 sets forth the exclusive protest remedies available with respect to the selection and determination of the successful Proposer. Each Proposer, by submitting its SOQ, 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 RFQ 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 RFQ, 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 court costs), fees (including attorneys’ fees), and damages incurred or suffered as a result of such Proposer’s actions. The submission of an SOQ by a Proposer will be deemed the Proposer’s irrevocable and unconditional agreement with such indemnification obligation.

## WRITTEN PROTESTS ONLY

All protests must be in writing. Protests must be delivered to Anthony Winters (Protest Official) at [LA415CMAR@la.gov](mailto:LA415CMAR@la.gov).

All protests must be submitted within five Calendar Days from the selection of the successful 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.

## PROTEST CONTENTS

All Protests must include the following information:

###### The name and address of the Proposer;

###### The State and Federal Project numbers;

###### A detailed statement of the nature of the protest and the grounds on which the protest is made; and

###### 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 her designee.

## PROTEST DECISION

The Protest Official or her 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 her designee is the final decision of the LA DOTD. No further right of appeal is granted herein.

# THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT’S RIGHTS AND DISCLAIMERS

## 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 RFQ. The LA DOTD reserves the right, in its sole and absolute discretion, to do any of the following:

###### Reject any or all SOQs;

###### Issue a new RFQ;

###### Cancel, modify, or withdraw the entire RFQ;

###### Issue Addenda, supplements, and modifications to this RFQ;

###### Modify the RFQ process (with appropriate notice to Proposers);

###### Appoint a Selection Review Committee and, if necessary, evaluation teams and/or subcommittees to review SOQs and seek the assistance of outside technical experts in SOQ evaluation;

###### Approve or disapprove the use of subcontractors and/or substitutions and/or changes of Proposer team members or Key Personnel;

###### Revise and modify, at any time before the SOQ due date identified in Section 1.10.1, the factors it will consider in evaluating SOQs 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 that have submitted an LOI setting forth the changes to the evaluation factors or methodology. The LA DOTD may extend the SOQ due date identified in Section 1.10.1 if such changes are deemed by the LA DOTD, in its sole discretion, to be material and substantive;

###### Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the SOQs;

###### Disqualify any Proposer that changes its organization without LA DOTD written approval;

###### Hold the SOQs under consideration for a maximum of 180 calendar days after the SOQ due date specified in Section 1.10.1; and/or

###### Refuse to issue an RFQ to a prospective Proposer and to refuse to consider an SOQ, once submitted, or reject an SOQ if such refusal or rejection is based upon, but not limited to, the following:

Failure on the part of a Proposer or Principal Participant 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;

Default on the part of a Proposer or Principal Participant under previous contracts;

Unsatisfactory performance of previous work by the Proposer or a Principal Participant;

Issuance of a notice of debarment, suspension, or disqualification under LA DOTD or federal policies or regulations to the Proposer or a Principal Participant;

Submittal by the Proposer of more than one SOQ for the same work under the Proposer’s own name or under a different name;

Evidence of collusion between a prospective Proposer (or any Principal Participant) and other Proposer(s) (or Principal Participants) in the preparation of an SOQ, proposal, or bid for any LA DOTD project; and/or

Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a Principal Participant 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 RFQ does not commit the LA DOTD to enter into a CMAR Contract, nor does it obligate the LA DOTD to pay for any costs incurred in preparation and submission of SOQs or in anticipation of a CMAR Contract. By submitting an SOQ, a Proposer disclaims any right to be paid for such costs.

## THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT’S DISCLAIMER

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

###### Any liability or commitment to provide sales tax or other revenues to assist in carrying out any and all phases of the Project; and

###### Any obligation to reimburse a Proposer for any costs it incurs under this procurement.

In submitting an SOQ in response to this RFQ, the Proposer is specifically acknowledging these disclaimers.