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***REQUEST FOR QUALIFICATIONS  
FOR BUILD-FINANCE SERVICES FOR THE GILCREASE  
EXPRESSWAY WEST PROJECT***

***RFQ ISSUANCE DATE: JUNE 22, 2018***

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***PRE-SOQ SUBMITTAL INFORMATION MEETING: JUNE 28, 2018***

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***SOQ DUE: AUGUST 8, 2018 at 4:00 P.M. (OKLAHOMA CITY TIME)***

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# **GILCREASE EXPRESSWAY PROJECT**

## **Table of Contents**

1.	INTRODUCTION .....	1
1.1	Project Overview .....	1
1.2	Glossary .....	3
1.2.1	Abbreviations.....	3
1.2.2	Definition of Terms .....	4
2.	PROJECT SPECIFIC INFORMATION .....	9
2.1	General Description of the Project.....	9
2.2	Procurement Authority .....	11
2.3	Background Documents .....	11
2.4	Project Budget and Funding .....	12
2.5	Project Site Right-of-Way .....	12
2.6	Regulatory Matters and Governmental Approvals.....	12
2.7	Environmental Review .....	13
2.8	Contract Services .....	13
2.9	Related Projects.....	14
2.10	Authority's Consultant Support Team.....	14
2.11	Insurance .....	15
2.12	Security for Performance and Financial Strength .....	15
3.	SELECTION COMMITTEE AND APPROVALS .....	16
4.	COMMUNICATIONS.....	16
4.1	Communications Protocol.....	16
4.2	Disclosures.....	17
4.3	No Communication or Collusion .....	17
4.4	Restricted Communications Period .....	18
4.5	Procurement Website.....	18
5.	PROCUREMENT PROCESS.....	18
5.1	Procurement Objectives .....	18
5.2	Pre-SOQ Submittal Information Meeting.....	19
5.3	RFQ and Qualifications Submittal .....	19
5.4	SOQ Evaluation.....	20
5.5	RFP and Proposal Process.....	20
5.6	Alternative Technical Concepts .....	20
5.7	Procurement Schedule.....	21
5.8	Expenses of the Respondents .....	22

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5.9 Oklahoma Open Records Act .....	22
5.10 Rights of the Authority.....	23
5.11 Changes to Respondent Teams .....	24
5.12 Interviews .....	25
5.13 Debriefings and Appeals .....	25
5.14 Exclusivity of Respondent Teams .....	25
5.15 Conflicts of Interest .....	25
5.16 Criminal Background Check.....	26
5.17 Compliance with Applicable Law.....	26
5.18 Federal Requirements.....	26
5.18.1 Buy America Program .....	26
5.18.2 Equal Employment Opportunity .....	27
5.18.3 Prevailing Wage (Davis Bacon).....	27
5.18.4 Disadvantaged Business Enterprise Participation Goal.....	27
6. SUBMITTAL OF QUALIFICATIONS .....	27
6.1 General Instructions .....	27
6.2 Information Requirements of SOQ Submittal .....	28
6.3 Comments on Project Concepts .....	29
7. EVALUATION AND RANKING OF SUBMITTALS.....	30
7.1 Threshold Responsiveness .....	31
7.2 Technical Qualifications (70%) .....	32
7.3 Project Finance Qualifications (30%) .....	32

### **List of Attachments**

Attachment A — Submittal Requirements

Attachment B — Transmittal Letter

- Attachment B-1 — Certificate of Authorization
- Attachment B-2 — Licenses and Certificates
- Attachment B-3 — Required Affidavits

Attachment C — Forms

- Form C-1 — Reference Project Experience
- Form C-2 — Project Finance Experience Table
- Form C-3 — Financial Information Summary
- Form C-4 — Additional Respondent Team Information

Attachment D — Authority Public-Private Partnership Policy

Attachment E — Procedures for Alternative Technical Concepts

Attachment F — Map of Gilcrease Expressway West

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## **1. INTRODUCTION**

### **1.1 Project Overview**

The Oklahoma Turnpike Authority (Authority) is soliciting Statements of Qualifications (SOQs) from interested and qualified firms in connection with the construction and financing of the Gilcrease Expressway West Project (Project) pursuant to this Request for Qualifications (RFQ). The Project is located on the west side of the City of Tulsa, Oklahoma. The Project will consist of a fully functional four lane divided, tolled highway, a bridge over the Arkansas River and an additional 21 bridges and interchanges at Interstate 44, W 51st Street S, W 41st Street S, W 21st Street S, and US 412. The Project limits are from W 51st Street in the south to West Edison Street in the north. The approximate length of the Project is five miles. See Attachment F to this RFQ for a map of the location of the Project.

The Project was envisioned as part of the original Tulsa region expressway master plan more than 50 years ago, recognizing the need for an expressway to serve west and north Tulsa. Completing this segment of the network between Interstate 44 and US 412 is vital to providing access and connections for businesses and economic activity in the region and to providing a reliever route for growing congestion concerns for travel into downtown Tulsa. After many years of discussion between the Authority, the City of Tulsa, Tulsa County, the Indian Nations Council of Governments, the Oklahoma Department of Transportation (ODOT) and the Federal Highway Administration (FHWA), an innovative partnership has been conceived and the Authority will leverage the substantial work and financial contributions provided by these partners to construct the Project as a toll facility.

The Board of Directors of the Authority (Board) determined at its May 22, 2018 meeting to procure the Project under the build-finance (B-F) delivery method, in accordance with Authority's Board adopted Public-Private Partnership Policy (hereinafter described and included as Attachment D to this RFQ). Notice of the Authority Board determination to pursue the Project using the B-F delivery method was published on June 1, 2018.

Under the B-F delivery method, a single entity, the Project Company (defined herein), will be procured on a best value basis and will be responsible to the Authority for the construction of the Project and providing or arranging the interim construction financing to pay a portion of the cost of construction. In parallel with the procurement of the Project, the Authority is seeking financing through the United States Department of Transportation (USDOT) and the Transportation Infrastructure Finance and Innovation Act of 1998 (TIFIA) credit program. It is anticipated that this financing will be in the form of a long-term loan to the Authority secured by Project revenues.

The Authority and its Consultant Support Team (defined herein) are in the process of preparing the Technical Requirements (defined herein), including the 100% design for the Project. The Technical Requirements for the Project will be made available to those entities selected to participate in the Request for Proposal (RFP) stage of the procurement process (Short-listed Respondents), as described in this RFQ.

This RFQ invites Respondents (defined herein) to submit SOQs describing in detail their technical and financial qualifications to perform the Contract Services (defined herein). The issuance of this RFQ is the first step in a two-step procurement process and is intended to identify the Respondent Teams (defined herein) that will be eligible to participate in the RFP process. **ONLY THOSE RESPONDENT TEAMS THAT RESPOND TO THIS RFQ AND ARE SHORT-LISTED BY THE AUTHORITY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS RFQ WILL BE ISSUED AN RFP AND INVITED TO SUBMIT A PROPOSAL.** The issuance of the RFP by the Authority will commence the second step in the competitive procurement process and is intended to result in the identification of a Selected Proposer (defined herein) that will serve as the Project Company. Three (3) to five (5) Respondent Teams are expected to be short-listed as eligible to participate in the RFP stage of this procurement, but the Authority reserves the right to determine the final number of Short-listed Respondents in its discretion.

By utilizing a B-F project delivery approach, the Authority expects to secure substantial public benefits. These benefits include optimal risk allocation; clear assignment of construction and interim financing responsibilities to a single contracting entity; cost savings; incentives and enforcement capacity for high performance and efficiency gain; and expedited construction scheduling for the Project. The Authority's intent in publishing this RFQ and the subsequent RFP is to encourage qualified Respondent Teams to provide the best solution for the Project in accordance with the requirements that will be set forth in detail in the RFP. The Authority expects to enter into an agreement (Project Agreement) with the selected Project Company for the performance of the Contract Services.

The Authority's procurement process includes the following steps:

- (a) RFQ process resulting in Short-listed Respondents;
- (b) draft RFP (including draft Project Agreement) issued to Short-listed Respondents;
- (c) individual meetings with Short-listed Respondents;
- (d) RFP (including draft Project Agreement) issued to Short-listed Respondents;

- (e) addenda to the RFP issued to Short-listed Respondents;
- (f) Alternative Technical Concepts considered by Authority;
- (g) submittal of Proposals by Short-listed Respondents;
- (h) Proposal evaluation;
- (i) selection of Project Company;
- (j) finalize Project Agreement; and
- (k) achievement of commercial and financial Close.

The foregoing will be undertaken by the Authority in compliance with and subject to the Public-Private Partnership Policy and the laws of the State of Oklahoma.

## **1.2 Glossary**

Words and terms that are used herein shall have the meanings as set forth in this glossary unless otherwise defined in this RFQ.

### **1.2.1 Abbreviations**

The following abbreviations are used in this document:

<b>ATC</b>	Alternative Technical Concept
<b>B-F</b>	Build-Finance
<b>CFO</b>	Chief Financial Officer
<b>FHWA</b>	Federal Highway Administration
<b>GARVEE</b>	Grant anticipation notes issued and payable by ODOT from moneys granted to ODOT from FHWA
<b>ODOT</b>	Oklahoma Department of Transportation
<b>OMES</b>	Oklahoma Office of Management and Enterprise Services
<b>RFP</b>	Request for Proposals
<b>RFQ</b>	Request for Qualifications
<b>SOQ</b>	Statement of Qualifications
<b>TIFIA</b>	Transportation Infrastructure Finance and Innovation Act
<b>USDOT</b>	United States Department of Transportation

### 1.2.2 Definition of Terms

The following terms are used in this document:

<b>Affiliate</b>	In respect of a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, where “control” means, with respect to the relationship between or among two or more Persons, the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by statute, contract, credit arrangement or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person.
<b>Alternative Technical Concept</b>	A technical concept that deviates from the Technical Requirements and that provides a technical solution that is equal to or better than the underlying requirements, as determined by the Authority in its discretion.
<b>Authority</b>	Oklahoma Turnpike Authority.
<b>Authority Act</b>	Title 69, Oklahoma Statutes, §§ 1701-34.
<b>Board</b>	The Board of Directors of the Authority.
<b>Construction Lead</b>	The firm that the Respondent is proposing to serve as the lead constructor of the Project.
<b>Consultant Support Team</b>	The entities that will support the Authority in connection with this procurement, as described in Section 2.10 of this RFQ.
<b>Contact Person</b>	The individual designated on the cover page of this RFQ who will serve as the Authority’s point of contact for all communications concerning this RFQ.

**Contract Services**

All services necessary to construct, commission and provide interim construction financing for the Project in accordance with the Project Agreement, including, but not limited to, the furnishing of all labor, materials, equipment, supervision and other services and incidentals with respect thereto. The Contract Services will be described in detail in the RFP and Project Agreement.

**Equity Provider**

Any Person that proposes to provide a capital contribution to the Project Company in exchange for an ownership interest in the Project Company. No Equity Provider shall have any ownership interest in the Project under any circumstance.

**Finance Lead**

The Person that the Respondent is proposing to serve as the lead in providing (as lender) or securing and arranging Project Company interim construction financing for the Project.

**Guarantor**

A Person that will guarantee through a written agreement the commitments of a Respondent Team member under the Project Agreement.

**Key Individuals**

The specific individuals, exclusive to the Respondent, filling the following roles (or equivalent) on the Project in the event the Respondent is selected to enter into the Project Agreement:

- (1) Project Manager;
- (2) Finance Manager;
- (3) Construction Manager;
- (4) Quality Control Manager; and
- (5) any other named individuals identified as key personnel in the SOQ (including key personnel of key subcontractors).



**Key Stakeholders**

All of the following Persons:

- (1) the Authority;
- (2) the ODOT;
- (3) the City of Tulsa, Oklahoma;
- (4) Tulsa County, Oklahoma;
- (5) the Indian Nations Council of Governments; and
- (6) the FHWA.

**Person**

Any individual, corporation, limited liability company, company, firm, association, joint venture, voluntary association, partnership, trust, investment fund, unincorporated organization, governmental entity or other legal entity.

**Pre-SOQ Submittal Information Meeting**

The meeting described in Section 5.2 of this RFQ.

**Procurement Website**

<http://www.drivingforwardok.com/gilcrease-expressway>

**Project**

The Gilcrease Expressway West Project and ancillary components, as further described in Section 2.1 of this RFQ.

**Project Agreement**

The contract awarded to the Selected Proposer for the performance of the Contract Services.

**Project Company**

The Selected Proposer with whom the Authority will enter into the Project Agreement. The term “Project Company” is used to refer to the Selected Proposer after approval by the Board and execution of the Project Agreement.

**Project Site**

The right-of-way over which the Project will be constructed, as further described in Section 2.5 of this RFQ, and shown on the map as “Gilcrease Expressway West Project” in Attachment F to this RFQ.

<b>Prohibited Contact Person</b>	Any official, employee, or representative of the following Persons, whether elected or appointed, managerial, executive, or otherwise:  (1) a Key Stakeholder; and  (2) the Consultant Support Team.
<b>Proposal</b>	The documents submitted by a Proposer in response to the RFP.
<b>Proposers</b>	Short-listed Respondents who submit a Proposal in response to the RFP.
<b>Public-Private Partnership Policy</b>	The Authority's Public-Private Partnership Policy, as adopted by the Board and included as Attachment D to this RFQ.
<b>P3 Act</b>	Oklahoma Public and Private Facilities and Infrastructure Act, Title 74, Oklahoma Statutes, §§ 5151-58.
<b>Reference Projects</b>	Transportation infrastructure projects that are similar to the Project, including surface transportation, bridge, toll road and other transportation infrastructure projects with a construction value of approximately \$50,000,000 or more, identified by a Respondent as a Reference Project for purposes of an SOQ.
<b>Respondent</b>	The named interested party submitting an SOQ in response to this RFQ.

**Respondent Team**

The members of the Respondent Team are:

- (1) Respondent Team Lead;
- (2) Project Company;
- (3) Equity Provider(s) (if applicable);
- (4) Construction Lead;
- (5) Finance Lead;
- (6) Guarantor(s) (if applicable);
- (7) Each Key Individual; and
- (8) any other Person identified by the Respondent in its SOQ (e.g., named subcontractors).

A Person may serve in multiple roles on the Respondent Team. For example, the Construction Lead may also serve as the Respondent Team Lead, an Equity Provider, or in all three capacities.

**Respondent Team Lead**

The Person that will lead the Respondent's effort with regard to the Project procurement process.

**RFP Evaluation Criteria**

The criteria and standards, which will constitute the basis for evaluating Proposals and will be defined in the RFP.

**RFQ Evaluation Criteria**

The criteria and standards set forth in Section 7 of this RFQ, which will constitute the basis for the Selection Committee's evaluation of the SOQs and recommendation to the Board of the Short-listed Respondents.

**Selected Proposer**

The Proposer determined to have provided the best value proposal based on the RFP Evaluation Criteria and which is recommended to the Board by the Selection Committee for approval and execution of the Project Agreement.

<b>Selection Committee</b>	The committee established by the Authority pursuant to its Public-Private Partnership Policy and responsible for evaluating the SOQs, recommending the Short-listed Respondents to the Board and subsequently evaluating Proposals and recommending the Selected Proposer to the Board.
<b>Short-listed Respondents</b>	Those Respondents deemed to be the most qualified to provide the Contract Services based on the RFQ Evaluation Criteria, as recommended by the Selection Committee and approved by the Board.
<b>SOQ Submittal Deadline</b>	The date and time by which SOQs must be submitted, as specified on the cover page of this RFQ.
<b>State</b>	State of Oklahoma.
<b>Substantial Completion</b>	Substantial completion of the Project such that all construction is substantially complete and all lanes of the Project are available to tolled vehicular traffic on a continuing basis, as will be further described in the RFP. The requirements for the achievement of Substantial Completion will be specified in the Project Agreement.
<b>Technical Requirements</b>	The technical requirements for the Project, including the 100% Project design. The Technical Requirements, as developed by the Authority and its Consultant Support Team, will be included in the RFP.
<b>Threshold Responsiveness</b>	The minimum criteria that an SOQ must meet, based on the findings of the Selection Committee, in order for a Respondent's SOQ to be fully evaluated and scored, as further described in Section 7.1 of this RFQ.

## **2. PROJECT SPECIFIC INFORMATION**

### **2.1 General Description of the Project**

The Project will be constructed as a four lane, full access controlled facility with limited interchanges. Interchanges will consist of a modified diamond

interchange at West 51st Street South, a diamond interchange located at West 41st Street South, a folded diamond interchange located at West 21st Street South, and a full-diamond interchange with collector-distributor roads at US-412.

The limits of the Project are more specifically described as beginning just west of the Gilcrease Expressway bridges over South 49th West Avenue west and north to approximately 850' south of West Edison Street. Interchange and feature crossings anticipated in the Project corridor include the following locations:

West 51st Street South	West 41st Street South
West 31st Street South	Berryhill Creek
West 21st Street South	BNSF and Sand Springs Railroad
Arkansas River	East Charles Page Boulevard
Katy Trail and West 4th Street South	Harlow Creek tributary
US-412	Drainage District 12 levees

Portions of the arterial streets at interchange locations will be reconstructed to accommodate the Project intersections with entrance and exit ramps. Arterials will also be widened a distance beyond ramp intersections to accommodate additional through lanes and turn lanes. Collector/distributor roads will be constructed along US-64 from North 65th West Avenue to North 49th West Avenue.

The Project includes 22 span bridges, as well as five bridge-class reinforced concrete box culvert structures. The Project also includes construction of a 10-foot wide concrete trail from West 51st Street South connecting to the Katy Trail just north of West 4th Place Street. The Project will require pre-cast concrete.

The Project will operate as an all-electronic tolled facility using the Authority's PIKEPASS and PlatePay systems. The Project will include construction of tolling gantries at locations to be determined by the Authority; however, a separate contract(s) will be procured by the Authority for the furnishing and installation of the tolling equipment and the associated software and hardware integration.

The Authority will retain ownership of the Project at all times and will be responsible for toll rate setting, operations and maintenance following Substantial Completion, and toll collection/back office operations for the Project. The Project Company will be responsible for Project close-out work and performance of warranty work following Substantial Completion.

## **2.2 Procurement Authority**

The Authority is a non-tax supported instrumentality of the State and a body corporate and politic, created by statute in 1947 to construct, operate and maintain the Turner Turnpike. In 1953, the Authority was authorized by the State to build additional turnpikes. The Authority provides an alternative means of constructing necessary roadways in the State without further straining limited State highway funds. The Authority is authorized to construct, maintain, repair and operate the Oklahoma Turnpike System, which presently consists of ten turnpikes covering approximately 605 miles (approximately 2,400 lane miles) and approximately 800 bridge structures. No tax appropriations are received by the Authority; operations and debt service are funded by toll and concession revenues. In 2010, the Oklahoma Legislature expressly authorized the Authority in the Authority Act (69 O.K. Statutes 1705(e)(35), added by 2010 OK. Ch. 137) to construct and operate the Project and the Gilcrease Conceptual North project as a tolled turnpike.

In 2017, the Oklahoma Legislature passed the P3 Act. The Authority is exempted under the P3 Act; however, the P3 Act permits the Authority to utilize the general provisions and processes described therein to develop a public-private partnership contract for a transportation improvement in consultation with the Director of OMES and subject to the approval of the Board. The Board adopted a Public-Private Partnership Policy (see Attachment D to this RFQ) that was developed in consultation with OMES to set forth the manner and process under which the Authority will develop public-private partnership contracts for transportation improvements. This procurement is being conducted in accordance with the Authority's Public-Private Partnership Policy and the Authority Act.

## **2.3 Background Documents**

Background materials for the Project are available at the Procurement Website. These materials are provided to assist Respondents and the public in obtaining a better understanding of the Project and are subject to change. The Authority does not make any representation as to the relevance, accuracy or completeness of any of the information available on the Procurement Website except as otherwise expressly provided in this RFQ or as may be provided in the RFP.

The Technical Requirements for the Project are being developed and will be provided in the RFP. The presentation of technical information in the available materials on the Procurement Website or otherwise in this RFQ is for general understanding only, is subject to modification by the Authority, and is not necessarily indicative of the Technical Requirements that will be provided in the RFP.

## **2.4 Project Budget and Funding**

The Authority currently estimates the construction costs for the Project to be approximately \$230,000,000. The Authority anticipates financing the Project with a combination of private interim construction financing arranged or provided by the Project Company and public funds, which public funds are expected to include Authority cash, the proceeds of GARVEEs issued by ODOT on May 30, 2018, contributions already received from other public stakeholders, and a TIFIA loan. Subject to the requirements that will be set forth in the RFP and the Project Agreement, it is expected that the Project Company will receive payments from these public funds.

It is expected that the Project Company will be required to provide or arrange interim construction financing of approximately \$100,000,000. The specific financing requirements will be set forth in detail in the RFP. The Authority expects to provide Proposers with the flexibility to develop a financing structure that they expect to be the most beneficial to and cost-effective for the Authority. Respondents should note that, while the Project Company's interim construction period financing may be secured by the Project Company's rights under the Project Agreement, such interim construction financing will be non-recourse to the Authority. Additionally, any payment obligation of the Authority under the Project Agreement will be limited to Authority moneys specifically made available by the Authority to pay the construction costs of the Project and will not be secured by any note of the Authority or any lien on, or other security interest in, any Authority moneys or property. In particular, the Project Company will not have any rights against, or be considered a third-party beneficiary of, the TIFIA loan or any of the other third-party public funds described above.

## **2.5 Project Site Right-of-Way**

The Authority has begun acquisition of right-of-way that will constitute the Project Site and expects this process to be complete prior to execution of the Project Agreement.

## **2.6 Regulatory Matters and Governmental Approvals**

The Authority will be responsible for certain regulatory approvals and permits, as identified in Section 2.7 and as will be further detailed in the RFP. The Project Company will be responsible for obtaining all other governmental approvals, certifications and permits necessary for the performance of the Contract Services and for compliance with all applicable laws and regulations, including compliance with the terms and conditions of the regulatory approvals and permits to be obtained by the Authority.

Prior to Project Agreement execution, the Selected Proposer and all Persons performing Contract Services must obtain all certificates of authorization and

licenses and take all necessary steps to conduct business in the State and to commence performing the Contract Services.

## **2.7 Environmental Review**

An environmental assessment was prepared and approved by the FHWA in 2000 and reevaluations were completed in 2005 and 2014 to update information and request right-of-way acquisition. The Authority is currently in the process of updating the environmental documents again and held a public meeting on February 15, 2018. The Project will require Army Corps of Engineers Section 404 and Section 408 permits. The final environmental approvals and the Section 404 and Section 408 permits are expected to be obtained by the Authority and in place prior to the execution of the Project Agreement.

## **2.8 Contract Services**

The scope of the Contract Services will be set forth in detail in the Project Agreement, which will include all commercial terms and conditions and establish the final Technical Requirements. The general scope of the Contract Services under the Project Agreement is expected to be as follows:

- (a) **Financing:** Securing of all financing necessary to pay the Project Company's share of the capital costs of the Project on an interim basis.
- (b) **Clearance and Demolition:** Clearance and demolition of the Project Site in accordance with the Technical Requirements.
- (c) **Utility Relocation:** Relocation of certain City of Tulsa owned water and sewer lines. Relocation of other utilities, such as gas pipeline, electric (underground and overhead), and telecommunications, will be the responsibility of the Authority.
- (d) **Construction:** Construction of the Project in compliance with the Technical Requirements, including all Authority construction standards and all environmental, health and workplace safety requirements; oversight and management of all work, including the work and prompt payment of all subcontractors; completion of all required commissioning and acceptance testing; provision of pedestrian and bicycle trail components, and other site work and services required to support the Project, including drainage improvements.
- (e) **Traffic Management:** Keep roads along the Project Site open to traffic, including compliance with the FHWA's Manual on Uniform Traffic Control Devices.



- (f) **Public Communications:** Work together with the Authority on all aspects of public communications and outreach.
- (g) **Coordination With Other Projects:** Coordinate with other construction projects taking place near the Project Site, as further described in Section 2.9 of this RFQ.
- (h) **Completion and Warranty Work:** Satisfy all preconditions to the achievement of Substantial Completion to be set forth in the Project Agreement, perform punch list and other contract close-out work following Substantial Completion, and perform any required warranty work during a warranty period to be specified in the Project Agreement.

The Authority will own the Project at all times and will assume responsibility for Project operations and maintenance upon the achievement of Substantial Completion, subject to the Project Company's warranty obligations.

## **2.9 Related Projects**

Respondents are advised that separate projects may be on-going at or in the vicinity of the Project Site during Project implementation. This work will be separate from and not included in the Contract Services. However, the Project Company will be responsible for coordinating its construction work with the work of any Authority, ODOT or public sector employees or contractors performing any separate projects.

## **2.10 Authority's Consultant Support Team**

The following entities have been retained or were previously retained to serve as the Consultant Support Team for the Project:

- CDM Smith Inc. (Traffic and Revenue Advisor)
- EGL Law, PLLC (General Counsel)
- Garver (Engineer of Record)
- Hawkins Delafield & Wood LLP (Legal Advisor)
- Hilltop Securities Inc. (Financial Advisor)
- Kutak Rock LLP (Legal Advisor)
- Olsson Associates (Consulting Engineer)
- Poe & Associates (Program Manager)
- Public Finance Law Group PLLC (Legal Advisor)

Additional members may be added to the Consultant Support Team for the Project. The Authority may identify any new members of the Consultant Support Team in an addendum to this RFQ or in the RFP if and when a member is added.

The Consultant Support Team's scope of services requires team members to provide assistance to the Authority and its Selection Committee in preparing this RFQ and the RFP, and in evaluating SOQs and Proposals, including providing financial, contractual and technical advice. The Consultant Support Team may also provide B-F project oversight, including, but not limited to, construction monitoring, environmental compliance oversight, and general contract administration on behalf of the Authority.

Current and prior members of the Consultant Support Team are not eligible to assist or participate as members of the Respondent Team.

### **2.11 Insurance**

The Project Company will be required to obtain and maintain insurance coverage for the Project in accordance with the Project Agreement. Such required insurance coverage is expected to include public liability and property damage liability insurance, workers compensation insurance and employers' liability insurance. Details regarding the insurance requirements will be provided in the RFP.

Respondents shall provide with their SOQ a letter from an insurance broker or an insurance company confirming that the Respondent is capable of obtaining the expected insurance coverage, as required pursuant to Section 1.7 of Attachment A to this RFQ.

### **2.12 Security for Performance and Financial Strength**

Each Proposer submitting a Proposal will be required to provide proposal security acceptable to the Authority, as will be specified in the RFP. The Project Company will be required to provide performance and payment bonds and/or other security acceptable to the Authority, as will be specified in the RFP and the Project Agreement. Respondents shall provide with the SOQ the required bonding information pursuant to Section 1.8 of Attachment A to this RFQ.

As a general matter, in order to meet the Threshold Responsiveness requirements, Respondents must demonstrate adequate financial capacity pursuant to Section 7.1 of this RFQ. To this end, Respondents may propose to supplement the financial strength of Respondent Team members by proposing a parent or Affiliate company to serve as the Guarantor and guarantee all of the commitments of such Respondent Team member under the Project Agreement. The requirements for the submittal of financial information for Respondent

Team members (including any proposed Guarantors) are set forth in Sections 1.3 through 1.6 of Attachment A to this RFQ. The Authority will not consider the financial information of a parent or an Affiliate unless such entity is proposed as a Guarantor or other member of the Respondent Team with a contractual obligation for the performance of the Contract Services.

### **3. SELECTION COMMITTEE AND APPROVALS**

The Authority will establish a Selection Committee, which will be responsible for evaluating the SOQs, recommending the Short-listed Respondents to the Board, and subsequently evaluating Proposals and making a recommendation to the Board as to the Selected Proposer. SOQs and Proposals may also be reviewed by Authority officials, members of the Authority's Consultant Support Team and other individuals as deemed appropriate by the Authority. Execution of a Project Agreement to perform the Contract Services is subject to certain approvals, as required under applicable law and regulation, including compliance with the Public-Private Partnership Policy.

### **4. COMMUNICATIONS**

#### **4.1 Communications Protocol**

Written questions related to this RFQ are encouraged. The Authority requires that all questions, requests for information and clarifications from interested parties and Respondents and any of their representatives be made in writing via email directly to the Contact Person at the email address provided on the cover page of this RFQ. Written questions must include the requestor's name, e-mail address and the Respondent represented and must be received prior to the deadline for questions specified in Section 5.7 of this RFQ. The Authority, in its discretion, may provide all timely and appropriate questions or requests for information and clarifications submitted by interested parties and Respondents, without expressly identifying the originator, along with the Authority's responses thereto, to all interested parties and Respondents through the Procurement Website. The Authority may, in its discretion, decline to respond to a question. Questions submitted to anyone other than the Contact Person or by any means other than as specified in this Section 4.1 will not be answered.

Respondents may also make inquiries on matters they consider to be commercially sensitive or confidential. To do so, Respondents must designate such inquiries as "commercially confidential" and submit them in accordance with the requirements set forth in this Section 4.1. If the Authority determines, in its discretion, that an inquiry designated as commercially confidential is of general application or would provide a significant clarification to this RFQ, the RFP process or the Project, the Authority may issue a clarification that addresses the same subject matter to all interested parties and Respondents.

If the Authority agrees with the Respondent's designation of an inquiry as commercially confidential, the Authority will provide a written response to only the Respondent that submitted the commercially confidential inquiry.

Only the Authority's written responses to RFQ questions submitted in accordance with this Section 4.1 can be relied upon by Respondents. Oral responses provided by the Authority or its representatives (including any member of the Consultant Support Team) in connection with this RFQ will not be binding on the Authority and will not change, modify, amend or waive the requirements of this RFQ in any way.

**After publication of this RFQ, no interested party, Respondent or Proposer, including any of their representatives, may contact any Prohibited Contact Person during the restricted communications period specified in Section 4.4 of this RFQ with regard to any matter related to, or arising out of, the Project, this RFQ or the RFP, other than contact via email to the Contact Person.**

## **4.2 Disclosures**

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the selection process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, shall be coordinated with and subject to prior approval of the Authority.

Respondents shall promptly notify the Contact Person of any and all requests for information or interviews received from the media.

Each Respondent shall ensure that all members of its Respondent Team and all others associated with the Respondent comply with the requirements of this Section.

## **4.3 No Communication or Collusion**

By submitting an SOQ and signing the Transmittal Letter set forth in Attachment B to this RFQ, a Respondent, on its own behalf and as authorized agent of each Respondent Team represents and confirms to the Authority, with the knowledge and intention that the Authority may rely on such representation and confirmation, that its SOQ has been prepared without collusion or fraud, and in fair competition with SOQs from other Respondents.

Except as expressly permitted under this Section, Respondents and their Respondent Team members are not to discuss or communicate, directly or indirectly, with other Respondents or such other Respondent Teams or any of their respective, directors, officers, employees, consultants, advisors, agents or

representatives regarding the preparation, content or submittal of their SOQs or any other aspect of this RFQ or the Project.

Respondent Team members who are not prohibited from participating on more than one Respondent Team, pursuant to Section 5.14 of this RFQ, may communicate with other members of each Respondent Team to which it is a member, so long as both Respondents establish a protocol to ensure that such members will not act as a conduit of information between the Respondents.

#### **4.4 Restricted Communications Period**

The communication restrictions established by this Section 4 begin with the issuance of this RFQ and continue until finalization and notification of the Short-Listed Respondents; provided that, for Short-listed Respondents, such restrictions will extend through the RFP process and end upon execution of the Project Agreement, subject to any amendments that may be established by the Authority in its discretion. Any failure of compliance with the communications restrictions established by this Section 4 will be grounds for disqualification.

#### **4.5 Procurement Website**

In order to ensure equal access to information and foster a professional competitive environment for the Project, the Authority will develop and issue solicitation documents and other materials through the Procurement Website to the greatest possible extent. This RFQ, all addenda, and any other relevant information will be posted to the Procurement Website and be available for access and download to all interested parties.

Respondents must check the Procurement Website periodically for addenda. It is the responsibility of each Respondent to ensure that its SOQ incorporates all the information and requirements of this RFQ, including any information and requirements included in any addenda to this RFQ. The Authority assumes no responsibility or liability whatsoever for the distribution of addenda or any other procurement materials to Respondents.

### **5. PROCUREMENT PROCESS**

#### **5.1 Procurement Objectives**

In developing the Project using the B-F project delivery method, the Authority hopes to benefit from the knowledge and experience of Respondents in minimizing cost and maximizing performance. The Authority's Project objectives are to ensure:

- (a) conformance to applicable law and regulations;
- (b) safety of the public, the Project, and employees and users;

- (c) optimization of Project schedule;
- (d) optimal and efficient financing of the Project;
- (e) economic development in the State;
- (f) minimization of construction, operational, maintenance, repair and replacement costs;
- (g) maximization of value provided to the Authority as a result of the performance of the Contract Services, consistent with meeting all other Project objectives;
- (h) high-quality construction resulting in a high-quality and efficiently functioning Project for all relevant stakeholders;
- (i) a high degree of build-finance coordination;
- (j) appropriate risk transfer;
- (k) prudent management and protection of public resources, including water resources, drainage, utilities, fish and wildlife, and streets;
- (l) being a good neighbor to adjacent properties and other projects in the vicinity of the Project Site in terms of coordination, noise, dust, odors, traffic and light; and
- (m) coordinated development, with the Project Company eliciting Authority input in a manner that preserves the Project Company's sole responsibility for the Contract Services, while meeting the Authority's objectives.

## **5.2 Pre-SOQ Submittal Information Meeting**

The Authority will conduct a Pre-SOQ Submittal Information Meeting on the date and at the time specified in Section 5.7 of this RFQ, at Williams Tower I, Saint Francis Health System Conference Room, 1 West Third Street, Tulsa, Oklahoma. Respondents must RSVP via email to the Contact Person by the deadline stated in Section 5.7 of this RFQ if they wish to participate (e-mails must include the names and associations of all attendees).

Minutes of the Pre-SOQ Submittal Information Meeting will not be prepared or circulated.

## **5.3 RFQ and Qualifications Submittal**

This RFQ is the first step in the procurement process for the selection of a Project Company to perform the Contract Services. In order to be eligible to

submit a Proposal in response to the forthcoming RFP, a response must be received to this RFQ and the Respondent must be short-listed by the Authority and an RFP issued to the Short-listed Respondent. Only those Respondents that have been short-listed by the Authority will be eligible to submit Proposals in response to the RFP. Submittal of an SOQ responsive to this RFQ will require, among other things that the Respondent affirmatively declare its intention to participate in the RFP and Proposal process, as outlined in Section 5.5 of this RFQ. In addition, SOQs are required to comply with Section 6 of this RFQ.

#### **5.4 SOQ Evaluation**

Using the criteria established in Section 7 of this RFQ, the Selection Committee will evaluate the technical and financial qualifications of Respondents based on SOQs received in accordance with Section 6 of this RFQ, as well as written clarifications submitted by Respondents in response to Authority requests, personnel references, and analysis of other publicly-available information. During the evaluation of SOQs, the Authority shall have the right to request that any Respondent provide further written clarification with respect to any part of its SOQ or any other matter arising out of the Authority's evaluation. The SOQ evaluation process is further described in Section 7 of this RFQ.

#### **5.5 RFP and Proposal Process**

During the second phase of the procurement, the RFP will be issued to each Short-listed Respondent. The RFP will specify the requirements for the submittal of a Proposal (including both a technical proposal and a financial proposal) and provide the RFP Evaluation Criteria, among other matters. The scope of the Contract Services will be set forth in detail in the Project Agreement, which will include the Technical Requirements. The RFP will include a draft Project Agreement and will address the process by which Proposers may provide comments and request clarifications concerning the draft Project Agreement. This review and comment process, including individual meetings with Proposers and Authority representatives, is expected to result in the issuance of a final draft Project Agreement, which will serve as the basis for all Proposals. The award of the Project Agreement will be subject to the terms and conditions of the RFP.

#### **5.6 Alternative Technical Concepts**

The RFP is expected to provide an opportunity to the Short-listed Respondents to make and propose Alternative Technical Concepts (ATCs). Attachment E to this RFQ sets forth a process for early review of proposed ATCs by the Authority. This process, which is intended to allow Proposers to incorporate innovation and creativity into the Proposals and, ultimately, to obtain the best value for the public, is provided for the informational purposes of Respondents

and to elicit feedback pursuant to Section 6.3 of this RFQ. Any final ATC process will be set forth in and governed by the RFP.

## **5.7 Procurement Schedule**

A summary of the anticipated schedule of the major activities associated with this procurement process is presented below.

<b>Date</b>	<b>Activity</b>
June 22, 2018	Issue RFQ
June 27, 2018 4:00 PM (Oklahoma City Time)	Deadline for submitting RSVP for Pre-SOQ Submittal Information Meeting
June 28, 2018 3:00 – 5:00 PM (Oklahoma City Time)	Pre-SOQ Submittal Information Meeting
July 13, 2018 4:00 PM (Oklahoma City Time)	Deadline for Submittal of Comments or Questions on RFQ
July 20, 2018	Last Date for Authority Posting of Responses to Comments and Questions on RFQ Received by the Deadline described above
August 8, 2018 4:00 PM (Oklahoma City Time)	SOQ Submittal Deadline
August – September 2018	Announcement of Short-listed Respondents
September 2018	Issue draft RFP with Initial Draft Project Agreement to Short-listed Respondents
October – November 2018	Individual Meetings with Proposers and Consideration of Alternative Technical Concepts
December 2018	Issue Final RFP with final Draft Project Agreement



First Quarter 2019	Proposals Due
First Quarter 2019	Approval of Preferred Proposer by Board
September 2021	Estimated date of Substantial Completion

Any and all of the activities, dates and times listed in this RFQ are subject to modification in the discretion of the Authority. Any such change will be issued by an addendum to this RFQ or through the RFP or an addendum thereto.

## **5.8 Expenses of the Respondents**

The Authority accepts no liability for the costs and expenses incurred by the Respondents in responding to this RFQ, responses to clarification requests and discussion meetings, resubmittals and any other activities included as part of this procurement process. Each Respondent that enters into the procurement process shall prepare the required submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Authority or from any of its employees, advisors or representatives (including any member of the Consultant Support Team) for the costs and expenses associated with the process, including, but not limited to, costs of preparation of the SOQ, loss of anticipated profits, loss of opportunity or for any other loss, cost or expense.

## **5.9 Oklahoma Open Records Act**

All information submitted in response to this RFQ is subject to the Oklahoma Open Records Act, 51 O.S. §24A.1 *et seq.*, which generally mandates the disclosure of documents in the possession of the Authority upon the request of any person, unless the content of the document falls under a specific exemption to disclosure. If any Respondent wishes to claim that any information submitted in its SOQ constitutes a trade secret or is otherwise exempt from disclosure under the Oklahoma Open Records Act, such Respondent is required to identify such information by marking the specific information as “Confidential” and citing the applicable exemption. No information shall be labeled “Confidential” unless exempted under the Oklahoma Open Records Act.

In accordance with Section 6.1 of this RFQ, Respondents must submit with their SOQ to the Authority one (1) electronic copy of the Respondent’s complete SOQ and one (1) electronic copy in which the Respondent has redacted each item of information that the Respondent believes to be a trade secret or information that if disclosed would cause substantial injury to the competitive position of the Respondent and is exempt from disclosure pursuant to the Oklahoma Open Records Act. The Respondent must provide a brief justification for each redaction.

In the event information marked “Confidential” is requested for release under applicable law, the Authority may release such information ten (10) business days after the date of notice to the Respondent of the request for release, unless Respondent has, within the ten-day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the information. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondents will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practical.

Notwithstanding the foregoing and the Respondent’s submittal of the redacted copy of the Respondent’s SOQ as required above, the Authority shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of information marked “Confidential,” nor shall the Authority be in any way financially responsible for any costs associated with securing such order or for any loss associated with the release of information marked confidential or otherwise. The Authority makes no representation or warranty as to the ability of any Respondent to secure a protective order or other relief enjoining the release of information marked “Confidential.”

#### **5.10 Rights of the Authority**

The issuance of this RFQ constitutes only an invitation to present qualifications. This RFQ is not a tender, or an offer, nor a request for proposals, and there is no intention by the Authority to make an offer by issuing this RFQ. The rights reserved by the Authority, which shall be exercised in its sole and absolute discretion, include without limitation, the right to:

- (a) Require one or more Respondents to clarify the SOQs submitted or any information related to the Authority’s evaluation of their qualifications.
- (b) Conduct investigations with respect to the qualifications and experience of each Respondent and each member of the Respondent Team.
- (c) Conduct discussions or hold meetings with one or more Respondents.
- (d) Visit and examine the Reference Projects, and any of the other projects referenced in the SOQs, and to observe and inspect the operations at such projects.
- (e) Waive any defect or technicality in any SOQ received.
- (f) Determine which Respondents are qualified to be short-listed to receive the RFP and submit Proposals in response to the RFP.

- (g) Eliminate any Respondent which submits an incomplete or inadequate response or is not responsive or responsible to the requirements of this RFQ.
- (h) Supplement, amend, or otherwise modify this RFQ, prior to the date of submittal of the SOQs.
- (i) Issue one or more amendments to this RFQ extending the due date for the SOQs.
- (j) Receive questions concerning this RFQ from Respondents and to provide such questions, and the Authority's responses, to all Respondents by addendum.
- (k) Cancel this RFQ, in whole or in part, with or without substitution of another RFQ, if determined to be in the best interest of the Authority.
- (l) Re-advertise for the solicitation of new SOQs.
- (m) Take any action affecting the RFQ process, the RFP process, the Contract Services or the Project that the Authority determines to be in the best interests of the Authority.

The foregoing reserved rights are in addition to and shall not serve to limit any of the specific rights and conditions set forth in this RFQ or under applicable law.

### **5.11 Changes to Respondent Teams**

If for any reason after the SOQ Submittal Deadline a Respondent wishes to add, remove or otherwise change a member of its Respondent Team, or there is a material change in ownership or control (which includes the ability to direct, or cause the direction of the management actions or policies of the relevant member) of a member of a Respondent Team, a material adverse financial development for any Respondent Team member, or there is a change to the legal relationship among any or all of the Respondent Team members, then the Respondent must submit a written application to the Contact Person for approval, including supporting information that may assist the Authority in evaluating the change. The Authority, in its discretion, may grant or refuse any such application under this Section 5.11. The Authority's approval may include such terms and conditions as the Authority may consider appropriate. This Section 5.11 will apply for the duration of the procurement process until execution of the Project Agreement unless the requirements set forth herein are modified by the Authority as set forth in the RFP.

The Respondent must notify the Authority of any material adverse changes in financial condition of members of the Respondent Team subsequent to submission of the SOQ. The Authority shall have the right to disqualify any

Short-listed Respondent from further participation in the procurement process on the basis of such material adverse change in financial condition.

### **5.12 Interviews**

A Respondent may be required by the Authority to participate in one or more interviews regarding its SOQ during the evaluation process at the request of the Authority. If the Authority elects to conduct interviews, applicable Respondents will be notified in writing. The Authority reserves the right to limit the number of Respondents to be interviewed.

### **5.13 Debriefings and Appeals**

The Authority may conduct a debriefing, upon request, for any Respondent who is not short-listed. In a debriefing the Authority will discuss the Respondent's SOQ, but the Authority will not discuss the SOQ of any other Respondent. Any debriefings shall be provided at the earliest feasible time after selection of the Short-listed Respondents, in the Authority's discretion. Debriefings may not include discussion or dissemination of the thoughts, notes or rankings of individual members of the Selection Committee, but may include a summary of the rationale for the Selection Committee decision.

In the event that a Respondent feels that it has been unfairly or mistakenly treated, it may submit a written grievance to Ms. Cheryl O'Rourke, Director of Administrative Services, 3500 Martin Luther King Avenue, Oklahoma City, OK 73111, who will respond within five (5) business days following receipt of such grievance. If a Respondent is not satisfied with the response or has not received a response within such five (5) business day period, it may appeal to Mr. Alan Freeman, Assistant to the Director at the same address. The Authority will not be obligated to suspend its procurement activities related to the Project on the basis of the submittal of a grievance or appeal by a Respondent pursuant to this Section.

### **5.14 Exclusivity of Respondent Teams**

The Respondent Team Lead, Construction Lead, and any Equity Provider identified in the Respondent's SOQ, as well as any Affiliate of such entities, shall not be allowed to participate as a Respondent Team Lead, Construction Lead or Equity Provider on another Respondent Team.

### **5.15 Conflicts of Interest**

The Authority reserves the right to disqualify any Respondent that in the Authority's opinion has a conflict of interest, whether it is existing now or is likely to arise in the future, or to permit the Respondent to continue and impose such conditions, as may be required by the Authority in its discretion, in order to mitigate the conflict of interest. Each SOQ will be required to

include as an attachment to its Transmittal Letter (See Section 6.2 of this RFQ) originals of the “Non-Collusion Bidding Certification” (Affidavit 1), the “Disclosure of Independence and Relationship” (Affidavit 2), and the “Compliance Certification” (Affidavit 3) executed by the authorized representative of the Respondent that executes the Transmittal Letter.

A Respondent shall promptly disclose to the Contact Person any potential conflict of interest or the appearance thereof, and at the time of such disclosure shall advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the conflict of interest or appearance thereof.

### **5.16 Criminal Background Check**

The Respondent and any Respondent Team member may be required to undertake or be subject to a criminal records check in order to participate in the Project.

### **5.17 Compliance with Applicable Law**

The laws of the State will govern this RFQ, the RFP and the Project Agreement.

Respondents are expected to comply and cause Respondent Team members and their subcontractors to comply with all applicable laws and regulations, including the applicable federal requirements discussed below, throughout the RFQ, RFP and contracting processes.

### **5.18 Federal Requirements**

The Project is expected to be financed in part with federal funding. This Section 5.18 describes certain of the requirements that result from the use of such federal funding, each of which will be described in more detail in the RFP.

#### **5.18.1 Buy America Program**

The Project is subject to FHWA’s Buy America policies, which require a domestic manufacturing process for all steel or iron products that are permanently incorporated in a federal-aid highway construction project. The FHWA regulations permit a minimal use of foreign steel and iron in the amount of \$2,500 or one-tenth of one percent of the total contract cost, whichever is greater, to be used in a federal-aid project. The Buy America statute and FHWA regulations allow waiver of Buy America requirements if the RFP includes an alternate bidding provision for foreign and domestic steel and iron products, and the lowest overall bid based on using domestic products is 25 percent more than the lowest overall bid based on using foreign products. At a Proposer’s request, the Authority may, but will not be obligated to, seek a waiver of Buy America requirements if grounds for such waiver exist. The

Project Company will be required to comply with the applicable Buy America requirements unless such waiver is sought and granted.

### **5.18.2 Equal Employment Opportunity**

Discrimination in all phases of contracted employment, consultant activities, contracting activities and training is prohibited by Title VI of the Civil Rights Act of 1964, Section 162(a) of the Federal-Aid Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Justice System Improvement Act of 1979, the Americans with Disabilities Act of 1990, the Civil Rights Restoration Act of 1987, 49 CFR Part 21, and other related laws and statutes. The referenced legal citations establish the minimum requirements for affirmative action efforts and define the basic nondiscrimination provisions as required by this RFQ. Further requirements and discussions regarding equal employment opportunity policies at all contracting levels will be set forth in the RFP.

### **5.18.3 Prevailing Wage (Davis Bacon)**

Highway projects receiving federal funding must comply with specific prevailing wage and employee protection requirements (Davis-Bacon) contained in 23 U.S.C. §113. Pursuant to the implementation of Davis-Bacon for highway and transit projects, the RFP will require Proposers to agree that all labor contracts executed for the Project adhere to prevailing wage rates as determined by the United States Secretary of Labor.

### **5.18.4 Disadvantaged Business Enterprise Participation Goal**

The RFP will require Proposers to take all necessary and reasonable steps to ensure that businesses owned and controlled by socially and economically disadvantaged individuals are provided with a fair opportunity to participate in the Project, as required by Title 49 CFR Part 26. The overall goal for disadvantaged business enterprise (DBE) participation has yet to be determined for the Project, but is expected to be set forth in the RFP.

## **6. SUBMITTAL OF QUALIFICATIONS**

### **6.1 General Instructions**

The SOQ must be in the form and provide the content described in this Section 6.1 and in Attachment A to this RFQ.

Twenty (spiral or similar) hard copies of the SOQ, one complete electronic copy and one redacted electronic copy of the SOQ must be submitted to the Authority **on or before the SOQ Submittal Deadline**. One hard copy must be marked as the “Original.” It is the sole responsibility of the Respondent to ensure that the SOQ is received by the Authority prior to the SOQ Submittal

Deadline. SOQs received after the SOQ Submittal Deadline will not be considered. Sealed SOQs must be addressed and submitted to the Contact Person at:

Oklahoma Turnpike Authority  
P.O. Box 11357,  
3500 Martin Luther King Avenue,  
Oklahoma City, OK 73111

The Authority will not accept an SOQ delivered by electronic mail.

At any time prior to the SOQ Submittal Deadline, a Respondent may withdraw or amend its SOQ by delivering written notice thereof via email to the Contact Person. A Respondent wishing to amend its SOQ shall withdraw its initial SOQ and submit a complete, revised SOQ in accordance with the requirements specified above in this Section 6.1 prior to the SOQ Submittal Deadline. After the SOQ Submittal Deadline, the SOQ may not be withdrawn by the Respondent. SOQs will not be returned to the Respondents.

Each Respondent is responsible for obtaining and incorporating all addenda into their SOQ pursuant to Section 4.4 of this RFQ. The Authority assumes no responsibility or liability whatsoever for the distribution of addenda to Respondents. Receipt of all addenda shall be acknowledged by Respondents on the SOQ Transmittal Letter set forth in Attachment B to this RFQ. Submittal of an SOQ shall constitute certification that the Respondent has received and reviewed all addenda.

## **6.2 Information Requirements of SOQ Submittal**

SOQs shall:

- (a) Be submitted in sealed parcels and clearly marked with the words "SOQ in Response to RFQ for Build-Finance Services for the Gilcrease Expressway West Project".
- (b) Include all of the information requested in Attachment A to this RFQ and in the chart provided below in this Section 6.2.
- (c) Not include items that are not requested by Attachment A to this RFQ or in the chart provided below in this Section 6.2.
- (d) Be on 8.5" x 11" paper size with a minimum font size of 11 point (except for any financial statements and letters required by Attachment A to this RFQ).
- (e) Comply with all page limits set forth in Attachment A to this RFQ. Each double-sided page will count as two pages. **Failure to**

**comply with the page limits may result in rejection of the SOQ.**

- (f) Be printed double-sided with tabs separating each package described below in this Section 6.2.
- (g) Be submitted as follows:

<b>Package</b>	<b>Contents</b>
Package 1 – Transmittal Letter / Respondent Team & Financial Capacity	Include all information listed in Attachment A to this RFQ under the heading: Package 1 – Transmittal Letter / Respondent Team & Financial Capacity.
Package 2 – Technical Qualifications	Include all information listed in Attachment A to this RFQ under the heading: Package 2 – Technical Qualifications.
Package 3 – Project Finance Qualifications	Include all information listed in Attachment A to this RFQ under the heading: Package 3 – Project Finance Qualifications.
Package 4 – Supplemental Information Submittal	Include all information listed in Attachment A to this RFQ under the heading: Package 4 – Supplemental Information Submittal.
<b>Electronic Copy:</b> Include one complete electronic copy and one redacted electronic copy. Each electronic copy shall be word searchable and in PDF format on a USB Flash Drive. Neither electronic copy shall be password protected. Both electronic copies should be organized and submitted as follows: (1) a consolidated file containing the entire SOQ; and (2) an individual file for each of Packages 1, 2, 3 and 4.	

### **6.3 Comments on Project Concepts**

Within this RFQ, certain Project, procurement and contractual concepts have been addressed. Respondents may wish to provide comments on any such concepts in their responses to this RFQ. The Authority will review this information and may incorporate reasonable and accepted suggestions in the RFP and draft Project Agreement.

Respondents are encouraged to provide comments related to any or all of the following:



- (a) project schedule, including the procurement schedule and the amount of time necessary between execution of a Project Agreement and the date of Substantial Completion;
- (b) risk allocation considerations;
- (c) the process for evaluating and incorporating Alternative Technical Concepts;
- (d) extent of required financing and related matters; and
- (e) any other matters relevant to the development of the RFP and draft Project Agreement.

Response to these items is voluntary and the responses will not affect the evaluation of SOQs. There are no page limits with regard to comments on Project, procurement and contractual concepts; however, comments should be limited to items that Respondents believe will enhance the B-F solicitation process and allow for cost-competitive and creative proposals.

## **7. EVALUATION AND RANKING OF SUBMITTALS**

All submitted SOQs will first be reviewed to determine whether they meet the Threshold Responsiveness requirement described in Section 7.1 of this RFQ. The Selection Committee will evaluate all SOQs that it determines have met the Threshold Responsiveness requirement using the RFQ Evaluation Criteria described in Section 7.2 and Section 7.3 of this RFQ.

When evaluating SOQs that have been determined to meet the Threshold Responsiveness requirement, the following selection criteria will be considered by the Selection Committee with the accompanying weightings used to calculate an overall score:

- |                                |     |
|--------------------------------|-----|
| (a) Technical Qualifications   | 70% |
| (b) Project Finance Experience | 30% |

Following completion of such evaluation, the Selection Committee will recommend to the Board which Respondents should be prequalified for participation in the RFP process based on the rankings resulting from the SOQ evaluation process and in accordance with the Public-Private Partnership Policy.

Respondents shall submit all information in accordance with Section 6 of this RFQ. The Authority, at its sole discretion, shall have the right to seek written clarifications from each of the Respondents, as described in Section 5.4 of this

RFQ. The failure of a Respondent to provide a response to any such request may be grounds for disqualification.

The Selection Committee may be assisted in its review and evaluation of SOQs by Authority officials, members of the Consultant Support Team and other individuals as deemed appropriate by the Authority.

### **7.1 Threshold Responsiveness**

The Threshold Responsiveness requirement consists of two parts: (1) Substantial Completeness; and (2) Adequate Financial Capacity.

*Substantial Completeness:* SOQs will first be reviewed to determine whether they are substantially complete. The “Substantial Completeness” review will assess whether the information and forms required by this RFQ have been substantially provided in the SOQ. A Respondent’s failure to provide a substantially complete SOQ may result in the SOQ not being evaluated further.

*Adequate Financial Capacity:* SOQs will also be reviewed to determine whether the Respondent Team has the financial capacity to provide the Contract Services, as determined by the Authority based on the factors specified below. Satisfaction of the “Adequate Financial Capacity” review requires the Selection Committee to determine that the Respondents satisfy the following minimum financial requirements, based on the materials submitted in Package 1 of the SOQ (see Section 6.2 of this RFQ):

- (a) the Construction Lead, or proposed Guarantor(s) of the Construction Lead (considering the combined net worth of any joint venture entity proposed to serve as the Construction Lead or of the Construction Lead and its proposed Guarantor(s)), must have had a minimum net worth of \$150,000,000, as shown on its audited financial statements for its most recently completed fiscal year;
- (b) the Respondent has met the insurance requirement stated in Section 1.7 of Attachment A to this RFQ;
- (c) the Construction Lead has met the bonding requirement stated in Section 1.8 of Attachment A to this RFQ; and
- (d) the Respondent Team is in stable financial condition with minimal risk of any material adverse change such that the net worth requirement stated above is likely to be maintained in the next three fiscal years and the Respondent Team is likely to be able to carry out its plan of finance.

## **7.2 Technical Qualifications (70%)**

The criteria for the evaluation of the Respondent Team's Technical Qualifications are:

- (a) the Respondent Team's understanding of the Authority's construction objectives and commitment to perform the Contract Services;
- (b) overall approach of Respondent Team members to managing, executing and implementing Projects similar in scope and complexity to the Project, as demonstrated by the Reference Projects;
- (c) experience and capability of Respondent Team to undertake the Project with respect to: (i) team structure, management and working history, and (ii) ability to successfully and efficiently respond to risks and manage any internal disputes, as demonstrated by the Reference Projects; and
- (d) strength and relevance of experience of Respondent Team members and past performance on projects similar in scope and complexity to the Project, as demonstrated by the Reference Projects and including: (i) experience in reviewing design specifications for issues regarding constructability, (ii) satisfactory completion of similar projects performed or being performed by Respondent Team members, including budget (i.e., performance within budget and without Respondent Team member change orders and claims) and schedule performance (i.e., on-time performance and absence of liquidated damages claims), (iii) construction experience in alternative delivery based projects (including B-F and variations thereof), and (iv) experience with preparation and implementation of quality control plans and procedures.

## **7.3 Project Finance Qualifications (30%)**

The criteria for the evaluation of the Respondent Team's Project Finance Qualifications are:

- (a) understanding of the Authority's financing objectives;
- (b) adequacy and availability of the Respondent Team's resources to develop and execute a financial plan on a timely basis and ability to overcome challenges that may cause delays in achieving financial close;
- (c) demonstrated in-depth understanding of the Respondent's Finance Lead regarding the tools, requirements and critical considerations

involved in developing and implementing a financing plan for the Project based on the Authority's anticipated incorporation of a TIFIA loan into the final finance plan for the Project;

- (d) demonstrated experience of the applicable Respondent Team members in (i) understanding the current project finance markets, with specific reference to the availability of project financing for a build-finance project of the proposed scope and complexity of the Project, (ii) structuring and securing financing commitments for projects of similar size and scope to the Project, including (as applicable) providing or securing lending commitments and raising equity capital from internal sources, investment funds or other external sources, (iii) securing credit ratings, and (iv) reaching financial close for projects with similar characteristics utilizing a wide range of financing tools and instruments, including bank debt or capital market financing, TIFIA loans and/or credit support, and credit enhancement instruments; and
- (e) demonstrated ability to provide funding on a timely basis of the Equity Provider (if applicable) and the Finance Lead (if proposed to lend directly to the Project Company).

**ATTACHMENT A**  
**SUBMITTAL REQUIREMENTS**

## Attachment A

### SUBMITTAL REQUIREMENTS

SOQ information must be provided in a response format in accordance with this Attachment A, in tabbed sections using the section numbers and titles provided in the table below. Submittals should be simple and provide a concise description of the qualifications. To the extent any section of the Respondent's SOQ would repeat the same information provided in another section of the SOQ, the Respondent should include such information only once and refer the reader to the specific location of the SOQ where the duplicative information may be found.

#### Package 1 - Transmittal Letter / Respondent Team and Financial Capacity

Section No.	Title	Contents
T-1	Transmittal Letter	<p>Submit a fully executed Transmittal Letter (see Attachment B to this RFQ), with Attachments B-1, B-2 and B-3.</p> <p>The Transmittal Letter and all attachments thereto (the "Transmittal Letter") shall be signed by a representative of the Respondent, who is empowered to sign it and to commit the Respondent to the obligations required by the RFQ. If the Respondent is a partnership, the Transmittal shall be signed by one or more of the general partners. If the Respondent is a corporation, an authorized officer shall sign the Transmittal Letter and indicate his or her title beneath the full name of the corporation. If the Respondent is a joint venture, the Transmittal Letter shall be signed by an authorized representative of each member of the joint venture.</p> <p>Anyone signing the Transmittal Letter as an agent shall file legal evidence of his or her authority to execute such Transmittal Letter and submit the SOQ, included as Attachment B-1 to the Transmittal Letter, with the SOQ.</p> <p>Personnel on the Respondent Team responsible for leading the construction services for the Project must be appropriately registered and licensed pursuant to the laws of the State of Oklahoma. As evidence of its compliance with the</p>

Section No.	Title	Contents
		<p>foregoing statutory requirements, the Respondent shall provide as Attachment B-2 to its Transmittal Letter a copy of the appropriate licenses and certificates of registration.</p> <p>The Respondent shall also include with the Transmittal Letter originals of the “Non-Collusion Bidding Certification” (Affidavit 1), the “Disclosure of Independence and Relationship” (Affidavit 2), and the “Compliance Certification” (Affidavit 3), forms of each of which are provided as Attachment B-3 of this RFQ.</p>
1.1	Identification of the Respondent Team	<p>(1) Provide the legal name of each of the members of the Respondent Team.</p> <p>(2) Describe the Respondent Team including:</p> <ul style="list-style-type: none"> <li>(a) Management structure;</li> <li>(b) The settled or proposed contractual relationship between members of the Respondent Team; and</li> <li>(c) The overall organizational structure.</li> </ul> <p>(3) Provide a short description of the Respondent and members of the Respondent Team that may be used for publication purposes.</p> <p>(4) Provide an organization chart, at the corporate level, showing the relationship between members of the Respondent Team and the Authority. Please indicate whether and under what circumstances these relationships may change after the execution of the Project Agreement.</p> <p>(5) Provide a project organization chart, at the Key Individual level, showing reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. Please include references to the reporting relationships between the Authority and Key Individuals.</p>

Section No.	Title	Contents
		<p>(6) Provide a summary of the history of the Respondent Team members working together on existing and past projects as well as any additional shared working history among Key Individuals.</p> <p>(7) Provide a list of any members of the Respondent Team that are also members of another Respondent Team submitting an SOQ in response to this RFQ.</p>
1.2	Key Individuals	<p>(1) Describe the role and responsibilities of each Key Individual for the Project.</p> <p>(2) Provide a resume for each Key Individual which shall include their name, professional qualifications/designations and a summary of education. Each resume is limited to one page. Up to 20 resumes may be provided.</p> <p>(3) Provide the following additional information:</p> <p>(a) References (with contact details including name, title, role, telephone number, email address and mailing address) for two projects similar in scope and complexity to the Project (preferably, Reference Projects), where the Key Individual served in a role related to his/her proposed role on the Project within the past five years. By providing this information you are authorizing the Authority and its representative to contact these references for all purposes, including gathering information and documentation in connection with this RFQ; and</p> <p>(b) Provide, to the extent not provided in the resume, a list of the relevant Reference Projects on which Key Individuals participated, providing a brief description of the role and responsibility of each with regard to each Reference Project.</p> <p>(4) Confirm that each Key Individual has sufficient availability to perform the Contract Services, in relation to current and anticipated commitments to other projects that are expected to proceed at the same time as the Project, and identify those other projects.</p>



Section No.	Title	Contents
1.3	Financial Capacity (SOQ Submittal Form C-3)	<p>(1) Financial Statements. Provide financial statements for the three most recent Fiscal Years (FY) and interim financial statements since the last fiscal year for which audited statements were provided for the following members of the Respondent Team: (a) the proposed entity that would serve as the Project Company and enter into the Project Agreement, (b) any Equity Provider or any Finance Lead committing to lend directly to the Project Company; (c) the Construction Lead, including, if applicable, each joint venture member; and (e) any entity that is intended to act as a Guarantor of the performance obligations of any of the foregoing entities.</p> <p>The following are the required financial statements:</p> <ul style="list-style-type: none"> <li>• Opinion letter (auditor's report);</li> <li>• Balance sheet;</li> <li>• Income statement;</li> <li>• Statement of cash flows; and</li> <li>• Footnotes.</li> </ul> <p>In addition, the financial statements must meet the following requirements:</p> <ul style="list-style-type: none"> <li>• For US entities, prepared in accordance with US Generally Accepted Accounting Principles (GAAP) and audited by a Certified Public Accountant (CPA). For non-US entities, prepared in accordance with International Financial Reporting Standards (IFRS) and audited by a CPA equivalent.</li> <li>• If any entity provides financial statements prepared in accordance with principles other than US GAAP or IFRS, a letter must be provided from a certified public accountant, or equivalent, discussing the areas of the</li> </ul>

Section No.	Title	Contents
		<p>financial statements that would be affected by a conversion to US GAAP or IFRS.</p> <ul style="list-style-type: none"> <li>• If audited financials are not available for a member of the Respondent Team for which financial information is required to be submitted, the SOQ must include unaudited financials for such member, certified as true, correct, and accurate by the Chief Financial Officer (CFO) or treasurer of the entity. If any entity required to submit financial statements is a newly formed entity and does not have independent financial statements, such entity shall expressly state that it is a newly formed entity and does not have independent financial statements meeting the requirements above and shall provide financial statements otherwise consistent with those required hereby for each controlling Affiliate of that entity.</li> <li>• If a Respondent Team member required to provide financial information hereunder files reports with the Securities and Exchange Commission (SEC), then such entity must provide electronic links to the most recently filed Forms 10-K, 10-Q and 8-K for all such reporting entities in lieu of hard copies.</li> <li>• Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be accompanied with the original financial statement information.</li> <li>• If financial statements are not available in US dollars, the Respondent or an applicable Respondent Team member must include summaries of the income statement, balance sheet and cash flow statement for the applicable time periods converted to US dollars. If financial statements are converted from a foreign currency into US dollars, the conversion method(s) must be explained in an attachment and must be reasonable. Translation at the</li> </ul>

Section No.	Title	Contents
		<p>average period rate for income statements and cash flow statements, and period end rate for balance sheet statements, shall be considered reasonable.</p> <p>(2) Financial Information Summary. The Respondent shall complete SOQ Submittal Form C-3 (Financial Information Summary) for each member of the Respondent Team for which financial information is required to be submitted, as described in paragraph (1) of this Section 1.3.</p> <p>(3) Non-Investment Fund Equity Letter of Support. If an equity contribution is contemplated and if an Equity Provider is proposing the funding of an equity commitment through the use of funds other than internal resources, financial statements and a completed SOQ Submittal Form C-3 (Financial Information Summary) must be provided as described above for the entity supplying the capital. In addition, the Respondent must provide a one-page letter from the chief executive officer, chief financial officer, or treasurer of the entity that certifies the following:</p> <ul style="list-style-type: none"> <li>(a) Where and how the equity commitment will be sourced;</li> <li>(b) A description of how competing allocation and capacity issues are considered between several project opportunities the entity pursues simultaneously;</li> <li>(c) The investment amount and type meets all corporate strategy and investment policy requirements; and</li> <li>(d) The approval process for such equity investment, including completed to-date and remaining approval milestones required to commit to and fund the required equity commitment for the Project.</li> </ul> <p>(4) Investment Fund Equity Letter of Support. For any Equity Provider that is an investment fund, the specific fund must be stated. If an Equity Provider is a general partner that manages multiple funds, it must specifically identify from</p>

Section No.	Title	Contents
		<p>which fund it intends to ultimately source the equity investment for the Project and provide the required financial information for that specific investment fund. Additionally, for entities that are fund managers of an investment fund, financial statements must be provided for the fund manager, the limited partnership(s) constituting the investment fund and the general partner(s) of the investment fund. In addition, the Respondent must provide a one-page letter from the chief executive officer, chief financial officer or treasurer of the investment fund that certifies the following:</p> <ul style="list-style-type: none"> <li>(a) The investment capacity of the fund;</li> <li>(b) The ownership structure of the various entities in the hierarchy of the fund;</li> <li>(c) The investment criteria of the fund and confirmation that the anticipated investment amount and investment type are permitted under the criteria;</li> <li>(d) The approval process for such equity investment; and</li> <li>(e) The description of recent material changes in the organization of the fund.</li> </ul> <p>(5) Credit Ratings. Credit ratings, including downgrades in the last five years, must be supplied by each member of the Respondent Team for which financial information is required to be submitted, as described in paragraph (1) of this Section 1.3, to the extent such entities have credit ratings. If no credit ratings exist, include an express statement that no credit ratings exist for the entity.</p>
1.4	Material Changes in Financial Condition	<p>Information regarding any material changes in financial condition for the past five years or reasonably anticipated in the future must be provided for each Respondent Team member of the Respondent Team for which financial information is required to be submitted, as described in paragraph (1) of Section 1.3 to this Attachment A. If no material change has occurred and none is pending or anticipated, the applicable Respondent Team member shall provide a letter from its CFO or treasurer so certifying. In instances where a material change has</p>

Section No.	Title	Contents
		<p>occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project Agreement, if awarded, and the projected full extent of changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable. Representative material changes include the following:</p> <ol style="list-style-type: none"> <li>(1) A bankruptcy involving the affected entity or an Affiliate;</li> <li>(2) A change in tangible net worth of 10% of net assets;</li> <li>(3) 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, a related business unit, or parent corporation of the affected entity;</li> <li>(4) A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;</li> <li>(5) Inability to meet conditions of loan or debt covenants by the entity or an Affiliate of the entity;</li> <li>(6) In the current and three most recent completed fiscal years, the affected entity or an Affiliate of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a major restructuring/reduction in labor force or involves the disposition of assets</li> </ol>

<b>Section No.</b>	<b>Title</b>	<b>Contents</b>
		<p>exceeding 10% of the then shareholder equity;</p> <p>(7) Any material litigation or other material adverse proceedings that are still outstanding and may affect the Respondent Team's ability to perform its obligations in relation to the Project; and</p> <p>(8) Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition over the past three years.</p>
1.5	Off-Balance Sheet Liabilities	<p>Provide a letter from the CFO or treasurer of the entity or the certified public accountant for each entity for which financial information is required to be submitted, as described in paragraph (1) of Section 1.3 to this Attachment A, identifying as applicable each material off-balance sheet liability and its associated dollar amount and providing explanation for off-balance sheet treatment. References to the notes in the financial statements are not sufficient to address the requirement to identify off-balance sheet liabilities. If no off-balance sheet liabilities exist, the CFO or treasurer of the entity or the certified public accountant for the entity shall provide a letter so certifying.</p>
1.6	Guarantor Letter of Support	<p>If a member of the Respondent Team for which financial information is required to be submitted, as described in paragraph (1) of Section 1.3 to this Attachment A, is expecting to utilize the support of another party to fulfill their commitments under the Project Agreement, the member must submit a Guarantor letter of support signed by a parent company officer, confirming its intention to provide support to the Respondent. The letter should indicate the relationship between the Guarantor and the member of the Respondent Team, confirm that it will provide the necessary financial support and other resources necessary to support the member's participation in the procurement process and in the execution of the Contract Services, and guarantee the member's obligations under the Project Agreement.</p>
1.7	Insurance	<p>Respondent shall provide a letter from an insurance broker or an insurance</p>

Section No.	Title	Contents
	Requirements	company, licensed in the State of Oklahoma, currently rated at least “A” or better and “Class VIII” or better by A.M. Best and Company confirming that the Respondent is capable of obtaining the following types and, if applicable, limits of insurance: (i) Public Liability and Property Damage Liability Insurance – Policy Limit: \$1,000,000 for each occurrence and \$2,000,000 for the term of the policy; and (ii) Workers’ Compensation and Employers’ Liability Insurance covering the Construction Lead’s expected liability under the Workers’ Compensation Law of the State of Oklahoma for the Project.
1.8	Bonding Requirement	For the Construction Lead, a letter of confirmation from a surety licensed to issue performance and payment bonds in the State, clearly stating (i) the name and address of the applicant for which the confirmation letter is being provided, (ii) the applicant is in good standing with the surety, and (iii) the applicant’s single bond amount limit and the applicant’s total aggregate bonding facility amount. The Construction Lead will be required to have a single bond amount limit that is greater than or equal to \$250,000,000.

## Package 2 – Technical Qualifications

Section No.	Title	Contents
2.1	Project Experience of Respondent Team Lead (SOQ Submittal Form C-1)	<p>(1) Provide a completed SOQ Submittal Form C-1 for five Reference Projects (at least one Reference Project must have recently reached financial close), which shall include:</p> <ul style="list-style-type: none"> <li>(a) Toll road projects implemented using alternative project delivery, including B-F or other similar alternative delivery methods; and</li> <li>(b) Bridge infrastructure projects.</li> </ul> <p>Note: more recent Reference Projects may be considered to have greater relevance than older Reference Projects. Reference Projects that have recently completed construction and are in operation may be considered to have greater relevance than Reference Projects that have not yet been completed.</p> <p>(2) Based on the Reference Projects demonstrated to be most relevant to this subsection, describe the Respondent Team Lead’s experience and capability with the following:</p> <ul style="list-style-type: none"> <li>(a) developing and managing large facilities and programs similar in scope and size to the Project;</li> <li>(b) assembling and managing multi-disciplinary teams during all project phases;</li> <li>(c) performing clearance and demolition services;</li> <li>(d) managing project risks during construction and commissioning of the Reference Project;</li> <li>(e) working with the owner, local authorities, regulatory agencies and third parties to address issues as they arise including regulatory approvals and permits for Reference Projects;</li> <li>(f) review of designs to identify constructability issues and history of change</li> </ul>



Section No.	Title	Contents
		<p>orders;</p> <p>(g) stakeholder relations, specifically in regard to government relations, community relations, and media relations;</p> <p>(h) meeting performance guarantees, including the response to potential major contract breaches; and</p> <p>(i) any instance of litigation, claim, dispute proceeding, arbitration, assessment of liquidated damages or termination for cause or default.</p> <p>The response to this Section 2.1 shall be a maximum of 20 pages, in addition to the SOQ Submittal Form C-1 submittal, which shall be no more than four pages per Reference Project.</p> <p>Respondents are requested to verify that contact information included in SOQ Submittal Form C-1 is correct, and are advised that if the contact information provided is not current, the Authority may elect to exclude the experience represented by that project in determining the Respondent's qualifications.</p>
2.2	Additional Respondent Team Information (SOQ Submittal Form C-4)	Provide completed SOQ Submittal Form C-4 for each Respondent Team member (excluding Key Individuals).
2.3	Construction Qualifications and Experience	<p>Based on the Reference Projects described in SOQ Submittal Form C-1 demonstrated to be most relevant to this subsection, describe the Construction Lead's experience and capability with the following:</p> <p>(1) Constructing projects similar in scope and complexity to the Project, including experience and capability with similar project delivered through a</p>

Section No.	Title	Contents
		<p>B-F or other alternative delivery contract methods;</p> <p>(2) Coordinating construction among disciplines or trades and demonstrating ongoing quality control, traffic and environmental health and safety management;</p> <p>(3) Establishing construction safety programs on public works projects and job sites (include the experience modification rate in each of the last three years, current workers compensation rate, and construction safety records);</p> <p>(4) Performing clearance and demolition services;</p> <p>(5) Coordinating and consulting with local communities and governments to minimize construction impacts on adjacent residences and businesses (including traffic impacts);</p> <p>(6) Delivering projects on time and on budget; and</p> <p>(7) Maintaining harmonious labor relations and complying with applicable labor laws.</p> <p>Maximum page limit is ten pages.</p>
2.4	Project Understanding and Approach	<p>In a maximum of eight pages, describe:</p> <p>(1) Key considerations for the Project under the headings of “Challenges,” “Risks” and “Opportunities,” that the Respondent deems important to the success of the Project and achieving the Authority’s objectives;</p> <p>(2) Respondent’s methodology with regard to highway and bridge structures, pedestrian and bicycle trails or pathways, innovative designs, complex structures, methods and materials, construction in water bodies, and construction in environmentally sensitive areas which have associated complex permitting commitments; and</p> <p>(3) With reference to the organization charts requested in Section 1.1 to this</p>

<b>Section No.</b>	<b>Title</b>	<b>Contents</b>
		Attachment A, describe how the Respondent Team is uniquely suited to address the considerations identified in (1) above, including overall approach to managing, executing and implementing the Project.

**Package 3 – Project Finance Qualifications**

<b>Section No.</b>	<b>Title</b>	<b>Contents</b>
3.1	Project Financings (SOQ Submittal Form C-2)	<p>Provide a completed SOQ Submittal Form C-2, providing information regarding five Reference Projects that demonstrate the experience of the Respondent Team members responsible for providing or raising financing with developing and implementing a plan of finance for B-F or other alternative delivery methods of similar scope and complexity to the Project. SOQ Submittal Form C-2 must be no more than two pages per Reference Project.</p> <p>Respondents are requested to verify that contact information included in SOQ Submittal Form C-2 is correct, and are advised that if the contact information provided is not current, the Authority may elect to exclude the experience represented by that project in determining the Respondent's qualifications.</p>
3.2	Conceptual Project Financing Discussion	<p>In a maximum of ten pages, include a summary of the factors that will be considered in developing a finance plan for the Project, including at a minimum a discussion of the following topics:</p> <p>(1) Broadly describe the anticipated financing you may implement for the Project Company's portion of the Project financing, including a discussion of expected debt and equity financing sources (for example, banks, life insurance companies, pension funds), including their proposed involvement (approximate in percentage terms) and availability for the Project, the risks of securing such commitments and the status of any anticipated or known commitments, and any other relevant financial information.</p> <p>(2) If applicable, describe your approach to securing credit ratings, credit</p>

Section No.	Title	Contents
		<p>commitments and a summary of the key credit strengths and weaknesses of the Project.</p> <p>(3) Description and discussion of the availability of security, bonding, insurance or parent company guaranties that may be required to successfully finance the Respondent Team's portion of the Project.</p> <p>(4) A schedule that provides an overview of the process and internal approval procedures, if applicable, for allocation/commitment of funding and describes the key milestones to reach financial close, taking into consideration the Authority's intent to secure a TIFIA loan.</p> <p>(5) A discussion of potential challenges in achieving identified key milestones and reaching financial close in a timely manner, and proposed strategies to mitigate such challenges.</p> <p>(5) An explanation of the Respondent's contingency plans should there be a gap in the financing or should any of the potential lenders not be in a position to provide its share of the financing.</p>
3.3	Financial Qualification Discussion	<p>Making reference to the specific information provided in response to Section 1.3 through Section 1.6 of this Attachment A, please provide discussion and analysis, in a maximum of three pages, regarding why the Respondent Team's financial resources allow it to provide optimal interim construction financing for the Project, including a discussion of any risks related to the Project that the Respondent Team's financial resources are able to mitigate.</p>

**Package 4 – Supplemental Information Submittal**

<b>Section No.</b>	<b>Title</b>	<b>Contents</b>
S-1	Project Concept Comments	Provide any comments on Project Concepts, as described in Section 6.3 of the RFQ.

**ATTACHMENT B**  
**TRANSMITTAL LETTER**

**Attachment B**  
**OKLAHOMA TURNPIKE AUTHORITY**  
**GILCREASE EXPRESSWAY WEST PROJECT**  
**Transmittal Letter**

(To be typed on Respondent's Letterhead)

Date:\_\_\_\_\_

Oklahoma Turnpike Authority  
P.O. Box 11357  
3500 Martin Luther King Avenue  
Oklahoma City, OK 73111  
Attn: Jordan Perdue

Re: Gilcrease Expressway West Project

\_\_\_\_\_ (the "Respondent") hereby submits its Statement of Qualifications ("SOQ") in response to the Request for Qualifications for the Gilcrease Expressway West Project ("RFQ"), issued on June 22, 2018, as amended. Capitalized terms not otherwise defined in this Transmittal Letter, shall have the meanings set forth in the RFQ.

As a duly authorized representative of the Respondent, I hereby certify, represent, and warrant, on behalf of the Respondent Team, as follows in connection with the SOQ:

1. The Respondent acknowledges receipt of the RFQ and the following addenda:

<u>No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

2. The submittal of the SOQ has been duly authorized by, and in all respects is binding upon, the Respondent. Attachment B-1 to this Transmittal Letter is a Certificate of Authorization which evidences my authority to submit the SOQ and bind the Respondent.

3. The Respondent and the Respondent Team Members have completely reviewed and understand and agree to be bound by the requirements of the RFQ, including all addenda thereto.

4. All information and statements contained in the SOQ are current, correct and complete, and are made with full knowledge that the Oklahoma Turnpike Authority (the "Authority") will rely on such information and statements in determining whether to short-list the Respondent in accordance with this RFQ.

5. The SOQ has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFQ.

6. Neither the Respondent, nor any Respondent Team member, is currently suspended or debarred from doing business in the State of Oklahoma or with any governmental entity.

7. The Respondent and all Respondent Team members have reviewed all of the engagements and pending engagements of the Respondent and Respondent Team members, and no potential exists for any conflict of interest.

8. No person or selling agency has been employed or retained to solicit the award of the Project Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Respondent.

9. If the Respondent is short-listed, the Respondent and the Respondent Team Members intend to participate in the RFP and Proposal process.

10. The principal contact person who will serve as the primary interface between the Authority and the Respondent for all communications is:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

11. The key technical, legal and financial representatives available to provide timely response to written inquiries submitted, and to attend meetings requested by the Authority are:



Technical Representative:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
  
PHONE \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

Legal Representative:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
  
PHONE \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

Financial Representative:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
  
PHONE \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Name of Designated Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Notary Public)

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me appeared \_\_\_\_\_, personally known to me to be the person described in and who executed this Transmittal Letter and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed by official seal the day and year last written above.

\_\_\_\_\_  
Notary Public in and for the state of

(SEAL)

\_\_\_\_\_  
(Name printed)

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**Attachment B-1**

**CERTIFICATE OF AUTHORIZATION\***

I, \_\_\_\_\_, a resident of \_\_\_\_\_ in the [State/Commonwealth] of \_\_\_\_\_, DO HEREBY CERTIFY that I am the Clerk/Secretary of \_\_\_\_\_, a [corporation] duly organized and existing under and by virtue of the laws of \_\_\_\_\_; that I have custody of the records of the [corporation]; and that as of the date of this certification, \_\_\_\_\_ holds the title of \_\_\_\_\_ the [corporation], and is authorized to execute and deliver in the name and on behalf of the [corporation] the Statement of Qualifications ("SOQ") submitted by the [corporation] in response to the Request for Qualifications for the Gilcrease Expressway West Project issued on \_\_\_\_\_, 2018, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the [corporation] in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the [corporation] this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

(Affix Seal Here)

\_\_\_\_\_  
Clerk/Secretary

\* **Note:** Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the SOQ. Respondents shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.

## **Attachment B-2**

### **LICENSES AND CERTIFICATES**

Provide copies of the licenses and certificates of registration for Respondent Team members leading the construction efforts.

### **Attachment B-3**

#### **REQUIRED AFFIDAVITS**

The form of Affidavit 1, Affidavit 2 and Affidavit 3, each of which must be executed by the same authorized representative of the Respondent that signs the Transmittal Letter, follow this cover page.

**OKLAHOMA TURNPIKE AUTHORITY  
NON-COLLUSION CERTIFICATION**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

For purposes of competitive bids, I certify:

I am the duly authorized agent of \_\_\_\_\_, the Respondent submitting the SOQ which is attached to this certificate, for the purpose of certifying the facts pertaining to the existence of collusion among Respondents and Respondents and Prohibited Contact Persons, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the evaluation of the SOQ to which this statement is attached;

I am fully aware of the facts and circumstances surrounding the submitting of the SOQ to which this certificate is attached and have been personally and directly involved in the proceedings leading to the submission of such SOQ; and

Neither the Respondent nor anyone subject to the Respondent's direction or control has been a party to the following: (1) Any collusion among Respondents in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from submitting a Response to the RFQ; or (2) Any collusion with any Prohibited Contact Person as to any matter related to, or arising out of, the RFQ.

I certify that neither the Respondent nor anyone subject to the Respondent's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma, or any

other Prohibited Contact Person, any money or other thing of value, either directly or indirectly, in participating in the procurement process for the Project. Terms used herein and not defined shall have the meaning provided in the Request for Qualifications for Build-Finance Services for the Gilcrease Expressway West Project, issued on June 22, 2018.

Certified this \_\_th day of \_\_\_\_\_, 2018.

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(Signature)

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(Print Name)

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(Position in the Company)

**DISCLOSURE OF INDEPENDENCE AND RELATIONSHIPS**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

[\_\_\_\_\_] , of [\_\_\_\_\_] , of lawful age, being duly sworn, on oath says that he or she is the agent authorized by the firm to submit the attached SOQ. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this statement with any other party, other than a Respondent Team members, is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the Respondent Team Lead and any officer or director of any other party, other than a Respondent Team member, is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, Affiant should so state.)

\_\_\_\_\_  
[Name]  
[Title]

Subscribed and sworn to before this \_\_th day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**COMPLIANCE:**

Respondent shall furnish a statement in writing below if its proposal strictly meets specifications of the Request for Qualifications for Build-Finance Services for the Gilcrease Expressway West Project, issued by the Oklahoma Turnpike Authority on June 22, 2018. If not, he shall list each variation therefrom.

RESPONDENT STATEMENT: (SOQ COMPLIES:) YES: \_\_\_\_ NO: \_\_\_\_

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COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**ATTACHMENT C**

**FORMS**

**SOQ Submittal Form C-1**  
**Reference Project Experience**

Provide information requested in Attachment A to this RFQ in a format similar to that shown below. This form may be duplicated for additional Reference Projects. Supplemental sheets may be attached with Reference Project number and category identified. By providing this information you are authorizing the Authority and its representative to contact any references provided below for all purposes including gathering information and documentation in connection with this RFQ.

Project Name:			Reference Project No.:
Type of Project:	Build-Finance	<input type="checkbox"/> Construction	<input type="checkbox"/> Design-Build
	<input type="checkbox"/> Design-Build-Operate-Maintain	<input type="checkbox"/> Design-Build-Finance-Operate-Maintain	<input type="checkbox"/> Other
Name of Respondent Team Member (Indicate Role on Project):	<input type="checkbox"/> Construction	<input type="checkbox"/> Finance	<input type="checkbox"/> Other
Description of Respondent Team Member Role:			
Name of Respondent Team Member (Indicate Role on Project) <sup>1</sup> :	<input type="checkbox"/> Construction	<input type="checkbox"/> Finance	<input type="checkbox"/> Other
Description of Respondent Team Member Role:			

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<sup>1</sup> Repeat rows as necessary for additional Respondent Team members on the Reference Project.

A.	Applicability and relevance of referenced project to the Project:
B.	Key Individuals proposed for the Project who worked on the Reference Project (and provide a brief description of their role):
C.	Other key participants (firms):
D.	Team Structure, management description:
E.	Client/Owner:
F.	Location of project:
G.	Current status of project and number of years of operation:
H.	Description of project (Capital value, size, scope and complexity, including purpose of project):
I.	Original and final construction contract amount:
J.	Percent change orders through construction and cause:
K.	Sources of funding:

L.	History of compliance with permit conditions and performance guarantees (if any):
M.	Description of any innovation employed on project:
N.	Key project contact of Client/Owner (Name, address, telephone, e-mail):
O.	Key project contact of Respondent Team Member (Name, address, telephone, e-mail):
P.	If the project involved a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibility between the parties:

**SOQ Submittal Form C-2**  
**Project Finance Experience Table**

Provide information requested in Attachment A to this RFQ in a format similar to that shown below. This form may be duplicated for additional Reference Projects. Supplemental sheets may be attached with Reference Project number and category identified. By providing this information you are authorizing the Authority and its representative to contact any reference provided below for all purposes including gathering information and documentation in connection with this RFQ.

A.	Name of Respondent Team and Respondent Team Member:
B.	Role of Respondent Team Member in Project:
C.	Project name:
D.	Project description (capital value, size, scope and complexity, including purpose of facility):
E.	Location of project:
F.	Current status of project and number of years of operation:
G.	Overall Project capital cost (US\$):
H.	Type and amount of finance raised or provided by Respondent Team Member:

J.	If the Reference Project's financing is from a country other than the United States of America, describe how that experience is relevant to financing in the U.S. market.
K.	Payment mechanism (in a level of detail sufficient to demonstrate how the payments are calculated – including availability payments, revenue share, transaction fees, etc.):
K.	Indicate if the debt issued for this project was taxable or tax-exempt:
L.	If the project involved a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibility between the parties:
M.	Key innovations, challenges and solutions implemented:
N.	Any lessons learned:
O.	Relevance to the Project:

**SOQ Submittal Form C-3**  
**Financial Information Summary<sup>1</sup>**

Name of Respondent: \_\_\_\_\_

Name of Respondent Team Member: \_\_\_\_\_

Respondent Team Member Role: \_\_\_\_\_

		<b>2017 (Year End)</b>	<b>2016 (Year End)</b>	<b>2015 (Year End)</b>
<b>Income Statement</b>				
A	Gross Revenues			
B	Cost of Sales			
C	Gross Profit (A-B)			
D	Operating Expenses			
E	Earnings Before Interest and Taxes			
F	Interest			
G	Taxes			
H	Earnings Before Interest, Taxes, Depreciation and Amortization			
<b>Balance Sheet</b>				
A	Current Assets			
B	Inventories			
C	Goodwill/Intangibles			
D	Total Assets			
E	Current Liabilities			
F	Short-Term Debt			



G	Long-Term Debt			
H	Total Liabilities			
<b>Cash Flow Statement</b>				
A	Cash Flow From Operations			
B	Net Cash Flow from Investing Activities			
C	Net Cash Flow from Financing Activities			
D	End of Year Cash and Cash Equivalents			
<b>Other</b>				
A	Financial Statement Currency			
B	USD: Local Currency Exchange Rate			
C	Ratings (e.g. Fitch Ratings, Moody's Investors Service, and S&P Global Ratings)			

<sup>1</sup> Express in millions (000,000) of US dollars. Where applicable, companies should indicate the conversion to US dollars, using the average periods' exchange rate for income statements and cash flow statements, and for period end exchange rate for balance sheet times. The local currency and exchange rate used should be identified, if applicable.

**SOQ Submittal Form C-4**  
**Additional Respondent Team Information**

Name of Respondent: \_\_\_\_\_

Name of Respondent Team Member: \_\_\_\_\_

Respondent Team Member Role: \_\_\_\_\_

1. **Debarment Status** – Has the Respondent Team Member, or any Affiliate\*, ever been the subject of any of the following actions:

- |   |              |
|---|--------------|
| a) Debarment (state, local, federal or foreign) | Yes___ No___ |
| b) Deletion from a Prequalified Bidders List    | Yes___ No___ |
| c) Other action which resembles debarment       | Yes___ No___ |

If yes, for any of the above, provide details:

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2. **Bonding Capacity/Statement** – If applicable, attach a signed statement from the Respondent Team Member's surety stating that, based on present circumstances, the surety will provide performance and payment bonds for the Respondent Team Member in connection with the Project.

Total bonding capacity  
\$ \_\_\_\_\_

Available bonding capacity  
\$ \_\_\_\_\_

3. **Claims/Final Resolution/Judgments** – Have any of the following actions occurred on, or in conjunction with, any project performed by the Respondent Team member, any Affiliate\*, or their officers, partners or directors, whether currently pending or concluded, in the last five years?

- |   |              |
|---|--------------|
| a) Legal action implemented by the Respondent Team Member against owner         | Yes___ No___ |
| b) Legal action implemented by the Respondent Team Member against subcontractor | Yes___ No___ |

- c) Legal action implemented by owner Yes\_\_\_ No\_\_\_
- d) Legal action implemented by subcontractor Yes\_\_\_ No\_\_\_
- e) Settlement or close-out agreement in effect with owner  
Yes\_\_\_ No\_\_\_
- f) Judgments Yes\_\_\_ No\_\_\_
- g) Arbitrations and other dispute resolutions Yes\_\_\_ No\_\_\_

If the answer to any of items a) through g) above is yes, provide details on a separate sheet for each instance which could adversely affect the Respondent Team member's financial position or ability to honor its contractual commitments to the Authority. If the answer to any item is yes but will not adversely affect the Respondent Team Member's financial position or ability to honor its contractual commitments to the Authority, please make a statement to that effect.

4. **Contract Related Offenses** – Has the Respondent Team member or any Affiliate\* or any current officer thereof, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract-related crimes or violations or any other felony or serious misdemeanor within the past five years?

Yes\_\_\_ No\_\_\_

If yes, provide details:

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5. **Termination, Breach or Default** – Within the last five years, has the Respondent Team member been (i) terminated for cause (including for default or breach), or (ii) been disqualified, removed or otherwise declared in material breach or default of any contract by a public agency?

Yes\_\_\_ No\_\_\_

If yes, provide details:

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6. **Bankruptcy** – Has the Respondent Team member, or any Affiliate\* ever sought protection under any provision of any bankruptcy act?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

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7. **Liquidated Damages Assessment** – Has the Respondent Team member been assessed liquidated damages in the past five years on a contract?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

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8. **Performance Bond Implementation** – If applicable, within the last five years has the Respondent Team member ever required any performance bond surety company to complete, or arrange for completion (take-over), of any contract originally awarded to the Respondent Team Member?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

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9. **Release from Bid** – Has the Respondent Team member filed a request to be released from a bid on a contract within the last five years?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

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10. **Failure to Execute a Contract** – Has the Respondent Team member ever been awarded a contract in which it failed to execute the contract? This would include: the Respondent Team member not signing the contract documents; an inability of the Respondent Team member to obtain insurance or bond requirements; or failure of the Respondent Team member to submit required forms and attestations.

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

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11. **Convictions and Fines** – Has the Respondent Team member incurred any material convictions or fines for violation of any state or federal law in the past five years?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

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12. **Safety** – In the past five years has any project performed or managed by the Respondent Team member or, to the knowledge of the undersigned, any Affiliate\* involved repeated or multiple failures to comply with safety rules, regulations, or requirements?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

- 
- 
- 
- 
13. **Labor Law** – In the past five years has the Respondent Team member or any Affiliate\* 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 labor law?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

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14. **Fair Employment Practices** – In the past five years has the Respondent Team member or any Affiliate\* been found, adjudicated, or determined by any federal or state court or agency to have violated any law or executive orders relating to employment discrimination or affirmative action, or unlawful employment practices?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

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15. **Wage Requirements** – In the past five years has the Respondent Team member or any Affiliate\* been found, adjudicated, or determined by any federal or state court or agency to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages or living 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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16. **Awards, Citations and Commendations** – Has the Respondent Team member worked on or completed any project that received an award, citation and/or commendations for performance relevant to this Project within the last 7 calendar years.

Yes\_\_\_ No\_\_\_

If yes, please list the projects and award, citation and/or commendation achieved:

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\* The term “Affiliate” has the meaning specified in Section 1.2.1 of the RFQ.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Respondent Team Member’s official representative:

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**Attachment D**

**OKLAHOMA TURNPIKE AUTHORITY  
PUBLIC-PRIVATE PARTNERSHIP POLICY**

(Policy Follows This Cover Page)



# OKLAHOMA TURNPIKE AUTHORITY

## PUBLIC PRIVATE PARTNERSHIP POLICY

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### **Background**

In 2017, the Legislature of the State of Oklahoma (the “State”) passed the Oklahoma Local Public and Private Facilities and Infrastructure Act (the “Act”), 74 O.S. Section 5151 *et seq.* Section 5152.1 (B) of the Act exempts the Oklahoma Turnpike Authority (“OTA”) from the Act. However, this Section also provides that OTA may utilize the general provisions and processes described in the Act to develop a public-private partnership (“P3”) agreement for a turnpike project in consultation with the Director of the Office of Management and Enterprise Services (“OMES”).

### **Purpose**

The purpose of this policy is to set forth the manner and process under which OTA will identify turnpike projects for development as a P3, develop P3 agreements and provide a transparent and efficient framework that is consistent with the provisions of the Act. Additional guidance will be provided to potential proposers or bidders and other interested parties on a project-by-project basis in the procurement documents developed for each P3 project (“P3 Project”).

This policy may be updated periodically upon recommendation of the Director of OTA (“Director”) and approval of the OTA Board (“Board”) to reflect changes in Board policy, legislation, procedures and industry standards.

This policy has been developed in consultation with the Director of the OMES.

### **Selection of Projects**

Potential P3 turnpike projects will be evaluated based on a qualitative review of the project and a quantitative analysis to determine whether a P3 structure is appropriate for the project (see “Public Sector Comparator”).

Qualitative criteria include, but are not limited to, the following:

- The potential for the P3 structure to improve operational, design and procurement efficiencies;
- Improving environmental performance;
- Promoting public safety;
- Attracting private investment, promoting job creation or economic expansion in the area in which the P3 Project is located; and
- Minimizing governmental liabilities.

Additionally, OTA will assess the level of stakeholder support and market demand from potential bidders.

The quantitative analysis compares the cost and benefits to OTA of P3 project delivery versus traditional project delivery.

### **Types of Public-Private Partnership Agreements**

OTA may consider a variety of P3 structures in the delivery of turnpike projects. A P3 agreement (“P3 Agreement”) may provide for any combination of planning, acquisition, financing, development, design, construction, reconstruction, replacement, improvement, maintenance, management, repair, leasing or operation of a turnpike project.

The OTA Board may consider any of the following P3 Agreement structures:

- Design-Build Agreements
- Design-Build-Finance Agreements
- Design-Build-Operate Agreements
- Design-Build-Maintain Agreements
- Design-Build-Finance-Maintain Agreements
- Operate-Maintain Agreements
- Design-Build-Finance-Operate-Maintain Agreements
- Build-Finance Agreements
- Other agreements that the OTA Board determines best serves the public need in light of unique circumstances of a particular turnpike project

P3 Agreements may also be structured as Concession Agreements or Availability Payment Agreements. The Director of OTA will recommend the most appropriate delivery mechanism for each turnpike project on a project-by-project basis considering the specifics of each project and pursuant to the results of the public sector comparator. The Director’s recommendations as to which turnpike projects could be developed as a P3 will be presented to the Finance Committee of the Board and the Board for approval.

Notwithstanding the use of the term “partnership” in “public-private partnership,” no P3 agreement entered into by OTA shall contemplate the acquisition of a partnership interest or other ownership interest in any company, association or corporation in contravention of Article X, Section 15 of the Oklahoma Constitution or any other provision thereof.

## **Financing**

The Director shall determine, after consultation with the State Bond Advisor, whether any financing proposed to be undertaken by OTA as part of any P3 Agreement to be entered into by OTA constitutes a “State Governmental Entity Financing” for purposes of the Oklahoma Bond Oversight and Reform Act, 62 O.S. Section 695.1 *et seq.* (the “Bond Oversight Act”). If it is determined that the Bond Oversight Act so applies, this policy shall be deemed modified with respect to such P3 Agreement by the provisions of the Bond Oversight Act to the extent of any conflict between the provisions hereof and thereof.

## **Public Sector Comparator**

OTA will prepare a public sector comparator (“PSC”) to be used to determine whether a potential turnpike project should be developed as a P3.

The PSC will include consideration of the following items:

1. The definition of the need served by the proposed P3;
2. The cost required to develop the turnpike project under OTA’s traditional procurement methods, financing methods and traditional operations and maintenance processes;
3. The cost required to develop the turnpike project under an alternative method;
4. An assessment of the cost/benefit of using an alternative method or P3 to deliver the turnpike project, including:
  - a. A comparison of the estimated costs of developing the turnpike project under traditional and alternative methods;
  - b. A comparison of the risks and benefits between the traditional method and the proposed alternative method;
  - c. The financial impact the P3 is expected to have on OTA, including consideration of the impact on OTA’s debt program and debt capacity;
  - d. A recommendation of the procurement method that is expected to provide the greatest benefits to OTA and its users.

The Director will use the results of the PSC to formulate a recommendation as to whether a turnpike project should be developed as a P3. The Board will, based upon recommendation of the Director, approve each turnpike project to be procured as a P3 and delegate authority to the Director to initiate and undertake the P3 procurement process with a goal of developing a P3 agreement that can be approved by the Board.

The PSC may be updated prior to the consideration by the Board of the Apparent Best Value Proposal.

## **Public-Private Partnership Project Procurement Process**

### *P3 Procurement Goals*

The primary goals for a P3 procurement are to:

- Conduct a fair and transparent procurement process;
- Protect the public interest; and
- Select a proposal that provides the best value to OTA consistent with the benefits to be provided by the turnpike project and the allocation of risk.

### *Request for Information*

OTA may issue a Request for Information (“RFI”) or similar solicitation from interested parties in order to seek feedback on the proposed P3 Project, such as innovative ideas on structuring or delivering the proposed turnpike project and to gauge market interest in the P3 procurement. Responses to an RFI will not be binding upon the respondents nor does it commit OTA to undertaking any P3 or other procurement for the subject turnpike project.

### *Notice*

Once a project has been approved by the Board as a P3 (“P3 Project”), the Director will publish a Notice that the turnpike project will be developed as a P3 and that a competitive P3 procurement has been initiated. The Notice will be published in one or more local media outlets in the area in which the turnpike project is located and may also be published in appropriate industry journals or publications at least 60 days prior to the date on which any submission of qualifications is due from interested parties.

### *Selection Committee*

For each P3 procurement, a Selection Committee will be formed to evaluate the RFQs and RFPs. The Director will serve as the Chair of the Selection Committee (“Chair”). As appropriate for each procurement, and as determined by the Chair, the Selection Committee shall be comprised of a Technical Subcommittee and/or a Financial Subcommittee. The Chair of the Financial Subcommittee will be the Chair of the OTA Finance Committee or his/her delegate. The Chair of the Technical Subcommittee will be the Chair of OTA’s Engineering and Construction Committee or his/her delegate. The remaining members of each subcommittee shall be appointed by the Chair on a project-by-project basis and will include individuals possessing the requisite experience to properly evaluate the proposals.

The Chairs of the Technical and Financial Subcommittees will be responsible for overseeing the evaluation of proposals and preparing a report for presentation to the Chair of the Selection Committee.

The Selection Committee and Subcommittees will be supported in an advisory capacity by technical, legal and financial consultants. As appropriate, the Chair may also invite representatives of FHWA and the metropolitan planning organization in which the turnpike project is located to observe the evaluation process.

#### *Request for Qualifications*

OTA may issue a Request for Qualifications (“RFQ”) or similar solicitation for the purpose of identifying and selecting a pool of qualified bidders or proposers for the P3 Project. OTA will develop criteria upon which to evaluate the qualifications of interested parties, which may include general reputation, qualifications, industry experience and financial capacity. Specific criteria will be developed for each procurement based on the individual characteristics of the P3 Project and the P3 Agreement type to be utilized. The RFQ documents will specify the evaluation criteria and methodology in order to ensure respondents fully understand the basis upon which their submittals will be evaluated.

The Selection Subcommittees will review all responsive RFQ submissions and will evaluate and rank each respondent. The Chairs of each Subcommittee will present the results of the evaluation to the Chair. The Chair may accept the recommendation of each Subcommittee Chair or develop his own shortlist. The Chair will present the results of the RFQ evaluations to the Secretary of Transportation and the Board. The Board will consider the recommendation of the Chair and may approve a shortlist of proposers.

Shortlisted proposers (“Proposers”) will be invited to submit a proposal pursuant to a Request for Proposal.

#### *Request for Proposals*

A Request for Proposals (“RFP”) will be prepared and distributed to Proposers. The RFP may include, but is not limited to, information such as instructions for the submission of a compliant proposal, rules of the procurement process, project details, stipends, confidentiality provisions, and process for receiving and evaluating alternative technical concepts. The RFP may also include a draft P3 Agreement.

The RFP may be issued in draft form and OTA may hold one-on-one industry review meetings with each Proposer to solicit feedback on the draft documents. Upon conclusion of industry review meetings and consideration of feedback and comments, OTA will issue a final RFP to Proposers. The Final RFP may include a Final P3 Agreement.

As part of the RFP, OTA may request Alternative Technical Concepts (“ATCs”) from Proposers. ATCs will be submitted to OTA and will be evaluated based on criteria to be established on a project-by-project basis. Proposers will be invited to meet with either the Technical and/or the Financial Subcommittee in order to present the ATC and address any issues the Selection

Subcommittee raises in order for it to fully evaluate the ATC. The results of the Subcommittees' review of the ATC will be presented to the Chair. The Chair may approve an ATC submitted by any Proposer and such Proposer may include the ATC in their proposal. ATCs will not be disclosed to the other Proposers.

The Selection Subcommittees will review all responsive proposals and will score and rank each proposal based on criteria defined in the RFP documents. During the evaluation process, the Selection Subcommittees may issue requests for clarification from Proposers in order to fully explore, evaluate and score the proposals. The Chair of each Subcommittee will present the results of its evaluation to the Chair.

The Chair may accept the recommendation of each Subcommittee Chair or develop his own recommendation. The highest ranked proposal will be deemed the Apparent Best Value Proposal.

The Chair will present the results of the RFP evaluations to the Secretary of Transportation and the Board and make a recommendation of the Apparent Best Value Proposal.

The Board will consider action based upon the recommendation of the Chair to award the P3 Agreement and authorize the Director to finalize the P3 Agreement with the Best Value Proposer. The Board may select the proposal it considers will provide the best value to OTA, regardless of the recommendation of the Chair. Additionally, the Director may reject any and all submissions of qualifications or proposals, request Best and Final Offers from Proposers or recommend at any time that the Board terminate the procurement process.

Upon approval of the Board, the Director and the Best Value Proposer will finalize and execute the P3 Agreement in a timely manner.

Upon failure to execute the P3 Agreement with the Best Value Proposer approved by the Board, the Director may terminate such negotiation and enter into negotiations with the 2<sup>nd</sup> ranked Proposer and this process may continue until the Director reaches agreement or the Board terminates the procurement.

#### *P3 Agreement*

The P3 Agreement will contain the terms and conditions OTA believes provide the best value for OTA based on the turnpike project to be delivered and the P3 delivery model selected. The terms and conditions may include, but are not limited to, the duration of the contract (not to exceed 99 years), responsibilities and standards for the design and construction of the turnpike project, responsibilities and standards for the operation and maintenance of the turnpike project, responsibilities for financing the turnpike project, required financial assurances, financial and other data reporting requirements, the bases and procedures for termination of the P3 Agreement and retaking of possession of the turnpike project, events of default and remedies upon default,

requirements for payment and performance bonds, surety bonds or other security in connection with the delivery or operation of the turnpike project.

The P3 Agreement shall be signed by the Director of OTA, or the Chair or Vice-Chair of the Board.

### *Stipends*

To encourage the submission of high quality proposals, OTA may, in its discretion, make available a stipend. The term and amount of any stipend will be specified in the procurement solicitation documents. If the procurement documents are silent, no stipend shall be made available unless otherwise specifically agreed to in writing by OTA.

### **Board Approvals**

For clarity, the Board will consider approval of the following items before and during the procurement of any P3 Project:

- Project selection
- Shortlist of Proposers
- Form of P3 Agreement
- RFP documents
- Selection of Best Value Proposer

### **Meetings and Public Outreach**

OTA may hold meetings with interested parties and potential and actual proposers or bidders before, during and after the procurement process to receive input on the P3 Project and the procurement process.

### **Unsolicited Proposals**

Unsolicited proposals will not be accepted.

### **Confidentiality**

Information submitted in response to any RFI, RFQ or RFP is subject to the Oklahoma Open Records Act, 51 O.S. §24A.1 et seq. and will be handled in accordance with applicable laws, regulations, and policies of OTA. Any person who submits information to OTA that contains confidential information should clearly mark such portion of their submittal as confidential as well as the asserted basis for the claim of confidence. OTA will make the final determination as to whether information is indeed confidential. Marking an entire submission as confidential does not exempt it from the Open Records Act.

**Reservation of Rights**

OTA may waive or deviate from some or all of the provisions of this policy including the procurement process, the P3Agreement, and the project scope, where OTA has determined that such waiver or deviation would be in the best interest of OTA. No such waiver or deviation will result in any liability for the State, OTA or any other party.

**Professionals**

OTA may retain or contract for the services of commercial appraisers, engineers, investment bankers, financial advisors, accounting, legal and other consultants, independent contractor or providers of professional services as are necessary in the judgment of the Director of OTA to comply with this policy and successfully conduct a P3 procurement.



## **Attachment E**

### **PROCEDURES FOR ALTERNATIVE TECHNICAL CONCEPTS**

*The following information regarding Alternative Technical Concepts (ATCs) outlines the process expected to be applicable under the RFP and is being provided for purposes of review and comment by the Respondents pursuant to Section 6.3 of this RFQ.*

The Proposer may submit proposals for review to the Authority's Contact Person, until the ATC Submittal Deadline that will be specified in the RFP. All proposed ATCs shall be submitted in writing, with a cover sheet identifying the Proposer and stating "Gilcrease Expressway West Project – Confidential ATCs." The Proposer shall clearly identify the submittal as a request for review of a proposed ATC under the protocol provided herein. If the Proposer does not clearly designate its submittal as a proposed ATC, the submittal will not be treated as a proposed ATC by the Authority. ATC submittals shall include five copies of a narrative description of the proposed ATC and technical information.

#### **1. Pre-Proposal Submittal Requirements**

Pre-Proposal ATC proposals shall include:

- (a) a sequential ATC number identifying the Proposer and the specific proposed ATC (multi-part or multi-option proposed ATCs shall be submitted as separate individual ATCs with unique sequential numbers);
- (b) a description of the proposed ATC or other appropriate descriptive information;
- (c) the locations where, and an explanation of how, the proposed ATC will be used on the Project;
- (d) any changes in design, construction or maintenance requirements associated with the proposed ATC;
- (e) any changes in the anticipated life of the item(s) comprising the proposed ATC;
- (f) any reduction in the time period necessary to construct the Project resulting from implementing the proposed ATC, including, as appropriate, a description of method and commitments;
- (g) references to the Technical Requirements which are inconsistent with the proposed ATC, an explanation of the nature of the

deviations from such requirements, and a request for approval of such deviations;

- (h) analysis justifying use of the proposed ATC and why the deviation, if any, from the Technical Requirements should be allowed;
- (i) a preliminary analysis 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;
- (j) a preliminary analysis of potential impacts on Project revenue;
- (k) if and what additional right-of-way will be required to implement the proposed ATC (and Proposers are advised that they shall (i) be solely responsible for the acquisition of any such right-of-way, including the cost thereof and obtaining any necessary environmental approvals; (ii) not be entitled to any additional time or money as a result of Project Site conditions (i.e., hazardous materials, differing site conditions, geotechnical issues, utilities, etc.) on such additional right-of-way; and (iii) not be entitled to any additional time or money as a result of any delay, inability or cost associated with the acquisition of such right of way);
- (l) a description of other projects where the proposed ATC has been used, the degree of success or failure of such usage and names and contact information including phone numbers and e-mail addresses for project owner representatives that can confirm such statements;
- (m) a description of added risks to the Authority or third parties associated with implementing the proposed ATC;
- (n) an estimate of any additional Authority, Selected Proposer and third party costs associated with implementation of the proposed ATC;
- (o) an estimate of any financial savings that would accrue to the Authority should the proposed ATC be approved and implemented; and
- (p) a description of how the proposed ATC is equal to or better in quality and performance than the comparable Technical Requirements.

## **2. Confidentiality**

The Proposer shall not make any public announcement or disclosure to third parties concerning any proposed 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 Authority in writing of its intent to take such action, including details as to date and participants, and obtain the Authority's prior written consent, in its sole discretion, to do so.

Subject to the provisions of the Oklahoma Open Records Act, all communications regarding proposed ATCs will remain confidential until conditional award of the Project Agreement or cancellation of the procurement.

## **3. Third-Party Approvals**

If implementation of a proposed ATC will require approval by a third party, the Proposer will have full responsibility for, and bear the full risk of, obtaining any such approvals after award of the Project Agreement and submittal of data; provided, however, that the Authority shall retain its role as liaison with any governmental authorities as more particularly described in the Project Agreement and Technical Requirements. If any required third-party approval is not subsequently granted with the result that the Proposer must comply with the requirements of the original Technical Requirements, the Proposer will not be entitled to any additional time or money.

## **4. Right to Modify**

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

## **5. Authority Review of Pre-Proposal Submittal**

The Authority 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 deadline to be specified in the RFP, provided that the Authority has received all requested information regarding such proposed ATC.

The Authority's responses will be limited to one of the following statements:

- (a) the proposed ATC is acceptable for inclusion in the Proposal;
- (b) the proposed ATC is not acceptable for inclusion in the Proposal;

- (c) the proposed ATC is not acceptable in its present form, but may be acceptable upon the satisfaction, in the Authority's sole discretion, of certain identified conditions which must be met or clarifications or modifications that must be made; or
- (d) the submittal does not qualify as an ATC but may be included in the Proposer's Proposal without an ATC (i.e., the concept complies with the Technical Requirements).

Approval of an ATC will constitute a change in the specific requirements of the Project Agreement associated with the approved ATC for that specific Proposer. If a Proposer with an accepted ATC becomes the Selected Proposer, the Authority's Engineer of Record will incorporate the approved ATC into the Technical Requirements following confirmation of the award of the Project Agreement, as described in paragraph 6, below.

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 Authority's determinations regarding acceptability of ATCs.

The Authority's rejection of a pre-Proposal submittal of a proposed ATC will not entitle the Proposer to an extension of the Proposal due date; provided, that the foregoing shall not limit the Authority's absolute and sole right to modify the Proposal due date or any other date in connection with this procurement.

The Authority anticipates that its comments provided to a Proposer will be sufficient to enable the Proposer to make any necessary changes to its proposed ATCs. However, if a Proposer wishes additional clarifications regarding necessary changes, the Proposer may provide a written request for clarification.

## **6. Incorporation of ATCs in the Project Agreement**

Following conditional award of the Project Agreement, the ATCs that were pre-approved by the Authority and incorporated in the Proposal by the successful Proposer shall be included in the Project Agreement. If the Authority responded to any ATC by stating that it would be acceptable if certain conditions were met, those conditions will become part of the Project Agreement. The Project Agreement will be conformed after conditional award, but prior to execution of the Project Agreement, to reflect the ATCs, including any Authority conditions thereto. Notwithstanding anything to the contrary herein, if the Selected Proposer does not comply with one or more of the Authority's conditions of pre-approval for an ATC or the Selected Proposer fails to obtain a required third party approval for an ATC, the Selected Proposer will be required to comply with the original Technical Requirements without additional cost or extension of time as set forth in the Project Agreement.

## **7. Exclusions to ATCs**

A concept is not an ATC if, in the Authority's sole judgment, it reduces the Authority's value for money, or the Authority's contractual rights or remedies, including any concepts that include the following:

- (a) an increase in the Authority's liability prior to Substantial Completion;
- (b) increase in compensation to the Selected Proposer in the event of termination;
- (c) a change in the conditions to, or procedures for certifying, Substantial Completion;
- (d) a change regarding allocation of responsibilities between the Authority and the Project Company for performance of construction;
- (e) a change to the provisions regarding Selected Proposer default, notice, cure periods, remedies and dispute resolution, except to the extent such change would result in more favorable terms to the Authority; or
- (f) a change to the provisions relating to noncompliance with Technical Requirements and related remedies, except to the extent such change would result in more favorable terms to the Authority.

**Attachment F**

**MAP OF GILCREASE EXPRESSWAY WEST**

