

REQUEST FOR PROPOSALS
TO DESIGN, BUILD, FINANCE, OPERATE AND
MAINTAIN
THE
I-595 CORRIDOR ROADWAY IMPROVEMENTS
PROJECT
FINANCIAL MANAGEMENT # 420809-3-52-01
THROUGH A
CONCESSION AGREEMENT

Instructions to Proposers

FLORIDA DEPARTMENT OF TRANSPORTATION

ADDENDUM #7

RELEASED – SEPTEMBER 4, 2008

Florida Department of Transportation
3400 W. Commercial Boulevard
Ft. Lauderdale, FL 33309

TABLE OF CONTENTS

SECTION 1.0	INTRODUCTION AND GENERAL PROVISIONS.....	1
1.1	Introduction.....	1
1.2	RFP Documents.....	2
1.3	Definitions.....	3
1.4	Procurement Schedule.....	12
1.5	General Provisions Regarding Proposals.....	12
	1.5.1 Proposal Contents	12
	1.5.2 Inclusion of Proposal in Agreement.....	13
	1.5.3 Commitments in the Proposal.....	13
	1.5.4 Property of FDOT	13
1.6	Improper Conduct.....	13
	1.6.1 Prohibited Activities	13
	1.6.2 Non-Collusion.....	13
	1.6.3 Organizational Conflicts of Interest	13
	1.6.4 Restrictions on Participation	14
	1.6.5 Participation on More Than One Proposer Team	15
	1.6.6 Communication with Golf Course Representatives.....	15
	1.6.7 Non-Exclusive Relationships with Monoline Insurers.....	15
1.7	Equal Employment Opportunity	15
1.8	DBE Compliance.....	16
1.9	Federal Funding and Requirements.....	16
	1.9.1 Private Activity Bonds	16
	1.9.2 TIFIA Credit Assistance.....	17
1.10	Status of Federal Environmental Approval.....	17
1.11	FDOT Qualification of Construction and Design Firms	17
	1.11.1 Generally.....	17
	1.11.2 FDOT Required Classification of Work for Contractors	17
	1.11.3 FDOT Required Types of Work for Engineering/Design Consultants	18
	1.11.4 Pre-qualification Assistance.....	20
1.12	Establishment of Single Purpose Entity	20

1.13	Utility Coordination Meetings	20
1.14	Required Tour of SunGuide TMC	20
SECTION 2.0	PROCUREMENT PROCESS	20
2.1	Method of Procurement	20
2.2	Communications between FDOT and Proposers	21
	2.2.1 FDOT Designated Point of Contact.....	21
	2.2.2 Rules of Contact.....	21
	2.2.3 Language and United States Dollar Requirements.....	22
2.3	Questions and Responses Regarding the RFP	23
	2.3.1 Form of Requests	23
	2.3.2 Timing of Requests.....	23
	2.3.3 FDOT Responses and Confidential Information	23
2.4	Addenda	23
2.5	One-on-One Meetings	24
	2.5.1 Subject Matter of One-on-One Meetings	24
	2.5.2 Meeting Notice, Confirmation and Agreement.....	24
	2.5.3 Statements at One-on-One Meetings	24
	2.5.4 FDOT Use of One-on-One Meeting Information	24
2.6	Examination of the Request for Proposals Package and Work Site .	25
2.7	Changes to the Proposer’s Organization	25
SECTION 3.0	ALTERNATIVE TECHNICAL CONCEPTS (ATCs)	26
3.1	Overview and Purpose of ATCs	26
3.2	ATC Description	26
	3.2.1 General Information Requirements	26
	3.2.2 ATC Information.....	26
3.3	One-on-One ATC Meetings	28
3.4	Review of Proposed ATCs	28
3.5	Confidentiality of ATC Information	29
3.6	Use of Proposed ATCs by Successful Proposer	29
SECTION 4.0	PROPOSAL CONTENT AND SUBMITTAL REQUIREMENTS	29

4.1	Format.....	29
4.2	Contents and Organization	29
	4.2.1 Volume 1 – Administrative Information	30
	4.2.2 Volume 2 – Technical Proposal	30
	4.2.3 Volume 3 – Financial Proposal	30
	4.2.4 Volume 4 – Confidential Proprietary Information	30
4.3	Submission of Proposals.....	31
4.4	Submission of Documents to Escrow	32
	4.4.1 Delivery to the Escrow Agent	32
	4.4.2 Content of Escrowed Documents	33
	4.4.3 Release of Escrowed Documents	33
4.5	Signatures and Certified Copies	33
4.6	Currency.....	33
4.7	Copyrighted Material	33
4.8	Withdrawals and Late Submittals	34
	4.8.1 Withdrawal and Validity of Proposals	34
	4.8.2 Late Proposals.....	34
4.9	Validity of Proposals	34
4.10	Proposal Security	36
4.11	Forfeiture of Proposal Security.....	36
4.12	Cost of Preparing Proposal	37
4.13	Compliant Proposal.....	37
4.14	Insurance Requirements	37
SECTION 5.0	EVALUATION PROCESS AND CRITERIA	37
5.1	“Pass/Fail” Evaluation Factors	38
	5.1.1 Administrative Pass/Fail Requirements	38
	5.1.2 Technical Pass/Fail Requirements	39
	5.1.3 Financial Pass/Fail Requirements	40
5.2	Proposal Evaluation Criteria and Weighting	40
	5.2.1 Technical Proposal Criteria [Up to 50 Points]	40
	5.2.2 Financial Proposal Criteria [Up to 50 Points]	44

5.3	Evaluation Guidelines	46
	5.3.1 Adjectival Scoring System	46
	5.3.2 Technical Proposal Evaluation Process/Guidelines	46
	5.3.3 Financial Proposal Evaluation Process/Guidelines	47
5.4	Fact-Finding Meetings	47
5.5	Proposal Revisions.....	47
SECTION 6.0	AGREEMENT AWARD AND EXECUTION.....	48
6.1	No Obligation to Award	48
6.2	Agreement Award and Execution	48
6.3	Stipend / Contractual Services Agreement.....	50
6.4	Debriefing of Unsuccessful Proposers.....	50
6.5	Benchmark Interest Rates and Credit Spreads	50
6.6	Interest Rate Fluctuation Risk	51
6.7	Credit Spread Fluctuation Risk	52
6.8	Bid Submission Calculations for Interest Rate and Credit Spread Risk	52
	6.8.1 MAP given 100 bp Upward Shift in Base Interest Rates	53
	6.8.2 MAP given a 50 bp Upward Shift in Base Credit Spreads	53
	6.8.3 Maximum Adjusted MAP.....	54
	6.8.4 Maximum Credit Spread Adjustment.....	54
6.9	TIFIA Financing	54
6.10	Financial Close and Final Determination of MAP.....	54
	6.10.1 Funding Arrangements and Timing.....	54
	6.10.2 Interest Rates, Credit Spreads and Optimal Debt Structure.....	55
	6.10.3 Adjusting the Effective MAP	55
	6.10.4 Right to Withdraw.....	56
	6.10.5 Use of Reserve Funds.....	57
6.11	Actual Insurance Policies Description	57
6.12	Termination For Convenience Calculation Method.....	57
SECTION 7.0	PROTESTS.....	58

7.1	Protest of RFP Requirements and Award	58
7.2	Initial Notice of Protest	58
7.3	Formal Written Protest	58
7.4	Protest Bond	59
7.5	Delivery of Notices.....	60
7.6	Determination of Protested Issue	60
SECTION 8.0	FDOT’S RIGHTS AND DISCLAIMERS	61
8.1	FDOT’s Rights.....	61
8.2	Disclaimers.....	62

Appendices

- A - Administrative Information Submittal Requirements
- B - Technical Proposal Submittal Requirements
- C - Financial Proposal Submittal Requirements
- D - ITP Required Forms
- E - Proposal Checklist
- F - List of FDOT Project Team
- G – Additional Entity / Personnel Information

SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS

1.1 Introduction

These Instructions to Proposers ("ITP") are a part of the Request for Proposals ("RFP") issued by the Florida Department of Transportation ("FDOT") to seek proposals ("Proposals") to design, build, finance, operate and maintain the I-595 Corridor Roadway Improvements Project (the "Project") through a concession agreement (the "Agreement"). This ITP provides instructions to be followed by Proposers in their responses to the RFP. Proposals must comply with ITP requirements.

Proposals will only be considered from those entities who FDOT short-listed based on their Statement of Qualifications ("SOQ") submitted in response to the Request for Qualifications issued by FDOT for the Project on October 1, 2007, as subsequently amended (the "RFQ").

FDOT's goals for the Project are as follows:

- A) Reduce congestion on Project-related facilities;
- B) Reduce traffic-related impacts to the environment;
- C) Obtain cost-effective financing and leverage available state funds and toll revenue to maximize funding for this and other regional projects eligible for federal transportation funding;
- D) Expedite delivery of Project improvements;
- E) Timely facility management and capacity improvements to maintain adequate service levels;
- F) High quality design and construction;
- G) Safe construction;
- H) High quality operations and maintenance service;
- I) Participation by disadvantaged business enterprises and minority business enterprises, consistent with the Agreement and applicable laws and regulations; and
- J) Cooperation and coordination with stakeholders in development, operation and maintenance of the Project.

1.2 RFP Documents

The RFP includes the following documents:

- Instructions to Proposers (including appendices);
- Volume I – Concession Agreement (including appendices)
- Volume II – Technical Requirements

Division I – General Requirements and Covenants

Division II – Special Provisions

Section 1 – Project Description

Section 2 – Project Requirements and Provisions for Work

Section 3 – Design and Construction Criteria

Attachment 1 – ITS Deployment Requirements

Attachment 2 – FTE’s Tolling Infrastructure Support Requirements

Attachment 3 – Concessionaire Construction Engineering & Inspection Requirements

Section 4 – Operations and Maintenance Requirements

Section 5 – Handback Requirements

Section 6 – Value Added Specifications

- Volume III – Additional Mandatory Standards
- Reference Documents
- Addenda

Volumes I, II and III, plus Addenda to these volumes (if any) are the Contract Documents. The ITP and the Reference Documents are not Contract Documents and will not form a part of the Agreement. FDOT makes no representation or guarantee as to the accuracy, completeness, or fitness of the Reference Documents. FDOT takes no responsibility for the Reference Documents and Proposers are responsible for any conclusions they may draw from the Reference Documents. FDOT is making the Reference Documents available to the Proposers for the sole purpose of providing

information in the possession of FDOT, whether or not such information is accurate, complete, pertinent, or of any value.

1.3 Definitions

Capitalized terms in this ITP that are not defined internally have the following meanings.

“Actual Insurance Policies” shall have the meaning given to it in Appendix 1 to the Agreement.

“Addenda/Addendum” means supplemental additions, deletions, and modifications to the provisions of the RFP after the release of the RFP on April 18, 2008.

“Administrative Submittals” means those submittals the Proposer is required to submit with its Proposal, as set forth in Appendix A to this ITP.

“Agreement” means that certain Concession Agreement, including any appendices thereto, to be executed by the Concessionaire and FDOT to design, build, finance, operate and maintain the Project.

“ATC” means a technical concept developed by a Proposer that deviates from the RFP requirements.

“Availability Payment” shall have the meaning given to it in Appendix 1 to the Agreement.

“Average Debt Cost” is the average annual cost of a Proposer’s debt, taking into account as applicable the cost of each type of debt held and the time period during which such debt is anticipated to be outstanding as calculated using Table 4.5 of Appendix C-3 of the ITP and demonstrated in the Original Financial Model.

“Base Credit Spreads” are the interest rate credit spreads that would apply to each Base Interest Rate if the project were to be financed ten (10) business days prior to the Proposal Due Date as identified by the Proposer as part of its Proposal in accordance with ITP Section 6.5.

“Base Interest Rates” means the complete set of rates identified and used (together with the Base Credit Spreads) by the Proposer in the Original Financial Model to calculate the Maximum Availability Payment set forth in Appendix C-2 to this ITP. The Base Interest Rates shall be determined in accordance with ITP Section 6.5 based on the values of the Benchmark Interest Rates. The Base Interest Rates do not include any credit spread, margin or fee components and therefore exclude Base Credit Spreads.

“Benchmark Interest Rates” means the publicly documented interest rates of each

maturity included in the following indices:

- A) The LIBOR swap curve as provided by Reuters or Bloomberg;
- B) The U.S. Spot Treasury Yield Curve;
- C) The Municipal Market Data (MMD) Benchmark, supplied by Thomson;
- D) The Securities Industry and Financial Markets Association (SIFMA) Municipal Swap Index (formerly known as the Bond Market Association (BMA) Municipal Swap Index);and
- E) The State and Local Government Series (SLGS) index, provided by the US Treasury.

FDOT will provide the values of the Benchmark Interest Rates to the Proposers ten (10) business days prior to the Proposal Due Date, to be applied by the Proposers in their respective financial model to calculate the Maximum Availability Payment as set forth in ITP Section 6.

“Best Value Proposal” means the Proposal meeting the standards set by the RFP that FDOT determines, through the evaluation process described in this ITP, to present the best value and to be in the best interests of FDOT and the State.

“Capital Expenditures” shall have the meaning given to it in Appendix 1 to the Agreement.

“CEI” means construction engineering and inspection.

“Committed Investment” shall have the meaning given to it in Appendix 1 to the Agreement.

“Committed Investment Cash Flow” shall have the meaning given to it in Appendix 1 to the Agreement.

“Concessionaire” means the Proposer who is chosen by FDOT as having the Best Value Proposal and who thereafter executes the Agreement with FDOT or, if applicable, the single purpose entity established by the chosen Proposer to execute the Agreement with FDOT.

“Construction Commencement Deadline” shall have the meaning given to it in Appendix 1 to the Agreement.

“Construction Period” shall have the meaning given to it in Appendix 1 to the Agreement.

“Construction Period O&M Expenditures” shall have the meaning given to it in Appendix 1 to the Agreement.

“Construction Phasing/Sequencing Plan” shall mean the plan described in Section 1.3 of Appendix B to this ITP.

“Construction Work” shall have the meaning given to it in Appendix 1 to the Agreement.

“Consumer Price Index” or **“CPI”** shall have the meaning given to it in Appendix 1 to the Agreement.

“Contract Documents” shall have the meaning set forth in ITP Section 1.2.

“DBE” means disadvantaged business enterprise.

“DDE” means the District Design Engineer for District 4 of FDOT.

“Design Work” shall have the meaning given to it in Appendix 1 to the Agreement.

“Distribution” shall have the meaning given to it in Appendix 1 to the Agreement.

“DSCR” shall have the meaning set forth in Section 5.4(d) of Appendix C-1 to this ITP.

“Early Completion Date” shall have the meaning given to it in Appendix 1 to the Agreement.

“Effective Date” shall have the meaning given to it in Appendix 1 to the Agreement.

“Effective MAP” means the MAP quoted in the MAP Proposal Form (Appendix C-2) of the Proposer that has submitted the Best Value Proposal, as it may be adjusted in accordance with Sections 4.9 and/or 6.2 of this ITP.

“Environmental Compliance Plan” shall mean the plan described in Section 1.4 of Appendix B to this ITP.

“Equity Member” means a member of a Proposer team that will provide Committed Investment to the Concessionaire. Equity Members are not considered Subcontractors to the Concessionaire regardless of their role in the performance of Project-related services.

“Equity Members Debt” shall have the meaning given to it in Appendix 1 to the Agreement.

“Escrow Agent” means the Florida Data Bank of Tallahassee, Inc..

“Express Lanes” shall have the meaning given to it in Appendix 1 to the Agreement.

“Express Lanes Ramp” shall have the meaning given to it in Appendix 1 to the Agreement.

“FHWA” means the Federal Highway Administration.

“Final Acceptance” shall have the meaning given to it in Appendix 1 to the Agreement.

“Final Acceptance Date” shall have the meaning given to it in Appendix 1 to the Agreement.

“Final Acceptance Payments” shall have the meaning given to it in Appendix 1 to the Agreement.

“Financial Close” shall have the meaning given to it in Appendix 1 to the Agreement.

“Financial Plan” means the part of the Proposer’s Financial Proposal, as updated from time to time, described in Appendix C-1 to this ITP.

“Financial Proposal” means the portion of a Proposal described in Appendix C to this ITP.

“Fiscal Year” shall have the meaning given to it in Appendix 1 to the Agreement.

“FTE” means Florida’s Turnpike Enterprise.

“Funding Agreement” shall have the meaning given to it in Appendix 1 to the Agreement.

“Government in the Sunshine Laws” means, collectively, the Public Records Law, Ch. 119, Florida Statutes, and the Public Meetings Law, Section 286.011, Florida Statutes.

“Guarantor” shall have the meaning given to it in Appendix 1 to the Agreement.

“Handback Requirements” shall have the meaning given to it in Appendix 1 to the Agreement.

“Indicative Preliminary Design” shall have the meaning given to it in Appendix 1 to the Agreement.

“ITMS” means interim transportation management system.

“ITS” means intelligent transportation systems.

“Interim Milestone Deadline” shall have the meaning given to it in Appendix 1 to the Agreement.

Interim Milestone Works shall have the meaning given to it in Appendix 1 to the Agreement.

Lead Contractor shall mean the entity designated as the Proposer's "Lead Contractor" in its SOQ.

Lead Engineering Firm shall mean the entity designated as the Proposer's "Lead Engineering Firm" in its SOQ.

Lead Operations and Maintenance Firm shall mean the entity designated as the Proposer's "Lead Operations and Maintenance Firm" in its SOQ.

Major Non-Equity Member means, to the extent they are not Equity Members of the Proposer team, the Proposer's Lead Contractor, Lead Engineering Firm and Lead Operations and Maintenance Firm. Major Non-Equity Members are not considered Subcontractors to the Concessionaire regardless of their role in the performance of Project-related services. Each Proposer team may only have one Lead Contractor, Lead Engineering Firm and Lead Operations and Maintenance Firm.

MAP Threshold means \$71,000,000 in July 1, 2008, US dollars.

Maximum Availability Payment or **MAP** means the maximum annual payment, as set forth in the Concessionaire's Proposal, that the Proposer can earn in a given Fiscal Year during the Operating Period. Unless otherwise expressly indicated in this ITP, the MAP will be expressed in July 1, 2008 US dollars.

Maximum Adjusted MAP means the maximum MAP that can result from adjustments to the MAP that the Proposer provided in the MAP Proposal Form (Appendix C-2) that are made to offset the impact of changes in Benchmark Interest Rates and credit spreads, as calculated in accordance with ITP Section 6.8.3.

Maximum Credit Spread Adjustment means the maximum upward adjustment to the MAP the Proposer provided in the MAP Proposal Form (Appendix C-2) that can be made to offset the impact of changes in interest rate credit spreads, as calculated in accordance with ITP Section 6.8.4.

MMIS means the maintenance management information system that the Concessionaire will be required to provide and use pursuant to the Agreement to maintain an accurately updated database for all maintenance activities.

Monthly Disbursement shall have the meaning given to it in Appendix 1 to the Agreement.

NEPA means the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*, as amended and as it may be amended from time to time.

"NTP 1" shall have the meaning given to it in Appendix 1 to the Agreement.

"NTP 2" shall have the meaning given to it in Appendix 1 to the Agreement.

"O&M" means operations and maintenance.

"O&M Plan" shall mean the plan described in Section 3.1 of Appendix B to this ITP.

"O&M Work" shall have the meaning given to it in Appendix 1 to the Agreement.

"Operating Period" shall have the meaning given to it in Appendix 1 to the Agreement.

"Operating Period O&M Limits" shall have the meaning given to it in Appendix 1 to the Agreement.

"Organizational Conflict of Interest" means a situation where a person, because of other activities or relationships with other persons, gives, or may potentially give, the Proposer an unfair competitive advantage in connection with FDOT's procurement of the Project. As used in this definition, the term "person" includes both individuals and entities.

"Original Equity IRR" shall have the meaning given to it in Appendix 1 to the Agreement.

"Original Financial Model" means the financial computer model, including the mathematical formulas and the related output submitted as part of the Proposal, and used to produce the financial forecasts in the Proposal (including the MAP quoted in Appendix C-2 to this ITP) and includes certain projections and calculations with respect to revenues, expenses, the repayment of Project Debt and Distributions to initial Equity Members that result in achievement of the Original Equity IRR. The Original Financial Model submitted as part of the Proposal may be updated:

- A) In accordance with ITP Sections 4.9, 6.2 and 6.10.5, to reflect the use of Reserve Funds to reduce the MAP; and/or
- B) In accordance with ITP Sections 6.5 through 6.10 and using the formula described in ITP Section 6.10.3.1, to reflect any fluctuation in Benchmark Interest Rates and credit spreads; and/or
- C) With FDOT's prior consent, to reflect any outcomes of the model audit process for the Original Financial Model being conducted by lenders, provided, however, that in no event shall the outcomes of such model audit result in an increase in the MAP or other payments that may be payable to the Concessionaire under the Agreement.

"PABs" means private activity bonds.

"Preliminary Corridor Master Plan Submittal" shall mean the plan described in Section 2 of Appendix B to this ITP.

"Preliminary Quality Plan" shall mean the plan described in Section 1.2 of Appendix B to this ITP.

"Procurement Officer" shall have the meaning set forth in ITP Section 2.2.1.

"Project" means the I-595 Corridor Roadway Improvements Project, Financial Management # 420809-3-52-01, as described in Recital A of the Agreement.

"Project Cancellation Fee" means a fee in the amount of two million, five hundred thousand United States Dollars (\$2,500,000) that FDOT may pay the selected Proposer in accordance with ITP Section 6.2.

"Project Costs" means those costs and expenses that have actually been incurred by or on behalf of the Concessionaire directly in connection with the design, acquisition or construction of the Project, as well as in connection with Renewal Work. Notwithstanding the foregoing, Project Costs do not include capitalized interest and other financing costs.

"Project Debt" shall have the meaning given to it in Appendix 1 to the Agreement.

"Project Internal Rate of Return" means the discount rate that when applied to Project cash flows gives the Project a zero net present value.

"Project Management Plan" shall mean that plan described in Section 1.1 of Appendix B to this ITP.

"Project Schedule" shall mean the schedule described in Section 1.3 of Appendix B to this ITP.

"Project Selection Committee" shall mean the committee formed by FDOT to select the Best Value Proposal.

"Proposal" means a proposal submitted by a Proposer in response to the RFP.

"Proposal Due Date" shall mean the deadline set forth in ITP Section 1.4 for submission of Proposals, as such date may be changed in accordance with ITP Section 1.4.

"Proposal Bond" shall mean the security that Proposers may submit to FDOT with their Proposals as further described in ITP Section 4.10.

"Proposal Letter of Credit" shall mean the letter(s) of credit Proposers may submit to

FDOT as further described in ITP Section 4.10.

“Proposal Security” means the Proposal Bond or the Proposal Letter(s) of Credit, as applicable.

“Proposer” or **“Proposers”** means one or all (as the context requires) of the teams, joints ventures, partnerships or consortia short-listed by FDOT to submit a Proposal in response to the RFP.

“QA/QC” means quality assurance and quality control.

“Reference Documents” means the collection of information, data, documents and other materials provided to the Proposers by FDOT for general or information purposes only and without any warranty as to accuracy, completeness or fitness of such document for any particular purpose. The Reference Documents are not Contract Documents.

“Relief Events” shall have the meaning given to it in Appendix 1 to the Agreement.

“Renewal Work” shall have the meaning given to it in Appendix 1 to the Agreement.

“Renewal Work Reserve” shall have the meaning given to it in Appendix 1 to the Agreement.

“Request for Proposals” or **“RFP”** means the set of documents described in ITP Section 1.2, issued by FDOT on April 18, 2008, as subsequently amended.

“Request for Qualifications” or **“RFQ”** means the Request for Qualifications issued by FDOT for the Project on October 1, 2007, as subsequently amended.

“Required Minimum Insurance Policies” shall have the meaning given to it in Appendix 1 to the Agreement.

“Reserve Funds” means additional State funding programmed and available for use on the Project in fiscal years 2019, 2020 and 2021 in the following amounts:

- A) Fiscal Year 2019 - \$158,444,000;
- B) Fiscal Year 2020 - \$78,756,000; and
- C) Fiscal Year 2021 - \$13,098,000.

FDOT may adjust the amount and timing of these Reserve Funds in its sole discretion.

“Schedule of Values” means the costs schedule prepared by the Proposer using the form provided in Appendix D – Form F of this ITP.

Statement of Qualifications or **SOQ** means a proposal that was submitted by a Proposer in response to the RFQ.

State means the state of Florida.

Stipend means the partial compensation FDOT may pay to certain Proposers as described in ITP Section 6.3.

Subcontractor means a subcontractor (on any tier) to the Proposer who is not an Equity Member or Major Non-Equity Member.

Substantial Completion shall have the meaning given to it in Appendix 1 to the Agreement.

System Integration Plan shall mean the plan described in Section 3.2 of Appendix B to this ITP.

Technical Proposal means the portion of a Proposal described in Appendix B to this ITP.

Technical Requirements shall have the meaning given to it in Appendix 1 to the Agreement.

Technical Special Provisions means specifications, of a technical nature, prepared, signed, and sealed by an engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Agreement as an attachment to the Contract Documents.

Technical Volumes shall have the meaning given to it in Appendix 1 to the Agreement.

Term shall have the meaning given to it in Appendix 1 to the Agreement.

TIFIA means the Transportation Infrastructure Finance and Innovation Act of 1998.

TIFIA JPO means the TIFIA Joint Program Office, which administers the TIFIA Credit Program on behalf of the Secretary of the USDOT.

TSCS means Traffic Surveillance and Control System.

TOW means Type of Work.

USDOT means the United States Department of Transportation.

Work shall have the meaning given to it in Appendix 1 to the Agreement.

1.4 Procurement Schedule

FDOT currently anticipates the following procurement schedule:

Activity	Due Date and Time
Issue Draft RFP	December 17, 2007
Initial Utility Coordination Meeting	January 11, 2008
One-on-One Meetings with Proposers	January 22 – 25, 2008
First Set of ATC Meetings	February 5 – 8, 2008
Issue Second Draft of RFP	February 20, 2008
Questions and Comments due on Second Draft of RFP	March 4, 2008
Second Set of One-on-One / ATC Meetings	March 11-14, 2008
Issue Final RFP	April 18, 2008
Issue Addendum #1 to the Final RFP	June 13, 2008
Issue Addendum #2 to the Final RFP	July 3, 2008
Last day for Proposers to submit questions under ITP Section 2.3 (questions limited to changes in Addendum #2)	July 11, 2008
Issue Addendum #3 to the Final RFP	July 23, 2008
Issue Addendum #4 to the Final RFP	August 8, 2008
Issue Addendum #5 to the Final RFP	August 15, 2008
Benchmark Interest Rates provided to Proposers	August 22, 2008
Issue Addendum #6 to the Final RFP	August 27, 2008
Issue Addendum #7 to the Final RFP	September 4, 2008
Proposal Due Date	September 5, 2008 (Submission Deadline: 2:00 P.M. EDT)
Selection/Award	October 24, 2008
Execution of Contract	January 2009

All dates set forth above and in the RFP are subject to change in FDOT's sole discretion. To the extent such dates are changed, FDOT shall formally notify the Proposers.

1.5 General Provisions Regarding Proposals

1.5.1 Proposal Contents

Proposals shall be composed of the Proposer's Administrative Submittals, Technical Proposal and Financial Proposal. Detailed instructions regarding the Administrative Submittals, Technical Proposal and Financial Proposal are provided in Appendices A through C. Forms required for inclusion in the Proposals are set forth in Appendix D. Each Proposal component shall be clearly titled and identified and shall be submitted without reservations, qualifications, conditions or assumptions. Any failure to provide

all the information and all completed forms in the format specified by the ITP may result in FDOT's rejection of the Proposal or a lower score, depending on the nature of the omission. All blank spaces in the Proposal forms must be filled in as noted. No substantive change(s) shall be made to the Proposal forms.

1.5.2 Inclusion of Proposal in Agreement

As specified in Appendices A, B and C, FDOT will append portions of the Proposal to the Agreement. Other portions of the Proposal may in FDOT's discretion be incorporated into the Contract Documents by reference.

1.5.3 Commitments in the Proposal

FDOT will give no consideration to tentative or qualified commitments in the Proposals. For example, FDOT will give no consideration to phrases such as "we may" or "we are considering" in the evaluation process because they do not indicate a firm commitment.

1.5.4 Property of FDOT

All documents submitted by the Proposer in response to the RFP shall become the property of FDOT and will not be returned to the Proposer. Additionally, in consideration for FDOT's payment of the Stipend as specified herein, the concepts, ideas and other information contained in the Proposal shall become the property of FDOT, without further action on FDOT's part.

1.6 Improper Conduct

1.6.1 Prohibited Activities

If the Proposer, or anyone representing the Proposer, offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to FDOT, including agents or anyone representing FDOT at any time during the Project procurement process: (1) FDOT shall immediately disqualify the Proposer; (2) the Proposer shall forfeit its Proposal Security; (3) the Proposer shall not be entitled to payment of the Stipend; and (4) FDOT may sue the Proposer for damages.

1.6.2 Non-Collusion

The Proposer shall not undertake any of the prohibited activities identified in the Non-Collusion Affidavit (Appendix D, Form B).

1.6.3 Organizational Conflicts of Interest

Proposers are advised that the rules set forth in Chapter 112, Part III, Florida Statutes, 23 CFR 636.116 and any other statutes or regulations regarding conflicts of interest that apply to the Project may preclude certain firms and their subsidiaries from

participating on a Proposer team. Each Proposer must include in its Proposal a full disclosure of all potential Organizational Conflicts of Interest within its team (see Appendix D, Form C).

The Proposer is prohibited from receiving any advice or discussing any aspect of the Project or the Project procurement with any person that has an Organizational Conflict of Interest, including any person described in ITP Section 1.6.4 below, except as may be authorized by the Procurement Officer. As it is used in the previous sentence, the term "person" includes both individuals and entities.

By submitting its Proposal, each Proposer agrees that if an Organizational Conflict of Interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to FDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate the Organizational Conflict of Interest.

1.6.4 Restrictions on Participation

Proposers are advised that the following entities and individuals are precluded from submitting a Proposal and from participating as an Equity Member, Major Non-Equity Member, or Subcontractor to a Proposer:

- A) Any consultant firm listed in Appendix F ("List of FDOT Project Team"). FDOT has contracted with these firms to aid in the development of the RFQ, RFP, estimates or scope of services for the Project, or to participate in the SOQ or Proposal evaluation process;
- B) Any entity that is a parent, affiliate, or subsidiary of any of the entities listed in Appendix F, or that is under common ownership, control or management with any of the foregoing entities;
- C) Any consultant firm or its affiliate that is under contract with FDOT to provide CEI services on the Project;
- D) Any employee or former employee of any of the entities listed in Appendix F who was involved with the Project while serving as an employee of such entity;
- E) Any Subcontractor who is currently suspended, debarred or voluntarily excluded under 49 C.F.R. Part 29 or is otherwise determined to be ineligible to participate in the federal-aid highway program;
- F) Any firm that FDOT has determined to be ineligible for FDOT contracts as listed at <http://www.dot.state.fl.us/construction/legal/websusp.pdf>; and
- G) Any of the Marsh USA Incorporated employees listed below, even if

these individuals cease to be employed by Marsh USA Incorporated. Subject to the restriction applicable to these individuals, Marsh USA Incorporated is not restricted from providing advice or services to a Proposer in connection with the project or the preparation of a Proposal.

Marsh USA Incorporated employees subject to the ethical wall:

- Bannister, Elizabeth
- Brach, Drew
- Byron, Edward
- Gagliardi, Jack
- Hastings, Michael
- Kirkland, Barry
- Martin, Greg
- Pavloff, Catha
- Simpson, Colin

1.6.5 Participation on More Than One Proposer Team

To ensure a fair procurement process, Equity Members and Major Non-Equity Members of Proposer teams are forbidden from participating, in any capacity, including as a lender or Guarantor, on another Proposer team during the course of the Project procurement. This prohibition extends to affiliated entities of Equity Members and Major Non-Equity Members. FDOT reserves the right to disqualify any Proposer that fails to comply with this prohibition.

1.6.6 Communication with Golf Course Representatives

Proposers or their agents shall refrain from communicating with representatives from any of the golf courses adjacent to the Project prior to FDOT awarding the Agreement. FDOT reserves the right to disqualify any Proposer that fails to comply with this prohibition.

1.6.7 Non-Exclusive Relationships with Monoline Insurers

The market for monoline insurers is small enough that exclusive teaming arrangements between monoline insurers and Proposers would give Proposers in exclusive arrangements a distinct and unfair advantage over other Proposers. As a result, to ensure a fair procurement process, Proposers are forbidden from entering into exclusive teaming arrangements with monoline insurers.

1.7 Equal Employment Opportunity

Proposers shall not, in connection with the RFP and the Agreement, discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disability. Proposers shall take affirmative action to

ensure that applicants for employment and employees are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, or disability. The areas requiring such affirmative action shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; employment; job assignment; promotion; demotion; transfer; recruitment/recruitment advertising; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

1.8 DBE Compliance

It is the policy of FDOT to encourage the participation of DBE and minority business enterprises in all facets of the business activities of FDOT, consistent with applicable laws and regulations. Pursuant to the provisions of Chapter 339.0805, Florida Statutes, and Chapter 14-78.005, Florida Administrative Code, FDOT has adopted rules to provide certified DBEs opportunities to participate in the business activities of FDOT as service providers, vendors, contractors, subcontractors, advisors, and consultants. FDOT has adopted the DBE definition set forth in 49 C.F.R. Section 26.5.

FDOT's overall statewide DBE goal is eight and one-tenth percent (8.1%). The Concessionaire must make good faith efforts to meet this goal and is obligated to comply with applicable federal and State laws and regulations related to DBEs. Specific DBE Proposal obligations are set forth in Section 2.2.7 of Appendix A to this ITP. For further information regarding FDOT's DBE program and the Concessionaire's DBE obligations, Proposers may contact Arthur Wright, the manager at FDOT's Equal Opportunity Office, at (850) 414-4747.

1.9 Federal Funding and Requirements

Proposers are advised that the Project will require the use of federal funds for the Project. Accordingly, applicable federal law and FHWA regulations will govern the Project's procurement and contract documents.

1.9.1 Private Activity Bonds

The Credit Council of the USDOT has approved a \$2,000,000 allocation of PABs for the Project. The allocation will be available until December 31, 2009. FDOT will make this allocation available to the potential issuer of the PABs. The Concessionaire, if it utilizes this allocation, shall be responsible for all costs that would otherwise be payable by the issuer of the PABs, including without limitation fees of financial and legal advisors. Proposers intending to use PABs shall be solely responsible for obtaining ratings, bond counsel opinions and credit enhancement, as well as satisfying any conditions placed on the use of the allocation by the USDOT or complying with any other requirements of State and federal tax laws.

FDOT has developed the foregoing approach as an accommodation to the Proposers and in order to attempt to facilitate the use of PABs. FDOT does not warrant or

represent that PABs are suitable for the Project or that such use would result in favorable treatment under federal tax law. Proposers should seek the advice of their own tax consultants and legal advisors. Should a Proposer elect to include PABs in its Financial Proposal, it does so at its own risk and cost, and FDOT shall have no liability with respect thereto.

1.9.2 TIFIA Credit Assistance

Pursuant to a FHWA's Special Experimental Project No. 15, the Proposers have the opportunity to negotiate a conditional term sheet regarding TIFIA credit assistance directly with the TIFIA JPO. Proposers that desire to use TIFIA credit assistance are required to submit to the TIFIA JPO information and certifications that address all applicable TIFIA requirements set forth in the TIFIA Program Guide prior to submitting their Proposals. Proposers shall provide the TIFIA JPO a preliminary rating opinion letter at the time the Proposer presents the TIFIA JPO its plan of finance. The successful Proposer will be expected to reimburse the USDOT for all credit processing costs it incurs in connection with the Project, including without limitation outside financial and legal consultant costs.

1.10 Status of Federal Environmental Approval

On June 29, 2006 FHWA approved a Type II Categorical Exclusion for the Project, according to NEPA and 23 CFR 1771. This approval was based upon the environmental commitments identified in the Commitments and Recommendations section of the Project Development and Environment Study for the Project. FHWA has approved two subsequent reevaluations of the initial NEPA approval. FHWA issued these approvals on November 27, 2007 and April 8, 2008.

1.11 FDOT Qualification of Construction and Design Firms

1.11.1 Generally

Consistent with the intent and spirit of the FDOT prequalification process outlined in Chapter 14-91 Florida Administrative Code, Proposers shall, except to the extent expressly provided otherwise in this ITP, satisfy the substance of the technical qualification requirements for the Project as required by Chapter 14-75 and 14-22, Florida Administrative Code and become qualified with FDOT no later than the dates indicated in ITP Section 1.11.3.

1.11.2 FDOT Required Classification of Work for Contractors

In accordance with and by the time set forth in this Section 1.11.2, the Lead Contractor shall be qualified with FDOT in the following TOWs:

- "Major Bridges – Bridges which include curved steel girders";
- "Major Bridges – Bridges of concrete segmental construction";

- "Major Bridges – Cast-in-place post-tensioned superstructures";
- "Intermediate Bridges";
- "Grading";
- "Drainage";
- "Flexible Paving"; and
- "Hot Plant-Mix Bituminous."

To the extent a Short-Listed Proposer's design for the Project does not contemplate the performance of one of the above-listed TOWs, qualification in that TOW is not required. Other categories of construction will not require qualification, however, if the roadway work is not performed by the qualified Lead Contractor, the entity performing the roadway work shall also be qualified.

The qualification process involves submitting (i) a completed contractor qualification form to FDOT and (ii) audited financial statements within four (4) months of the entity's fiscal year end. If the most recent year's annual audited financial statement(s) are not available at that time, the Proposer shall submit its latest available audited financial statement and then submit the most recent year's annual audited financial statements as soon as they become available, but in no event later than six (6) months of its fiscal year end.

The Lead Contractor shall complete the qualification process prior to the Proposal Due Date.

1.11.3 FDOT Required Types of Work for Engineering/Design Consultants

Except to the extent expressly provided otherwise in this ITP, in accordance with Chapter 14-75, Florida Administrative Code, at least one team member of each Proposer (lead or sub) must be pre-qualified by FDOT for each of the Professional Engineering/Design TOW listed in this Section 1.11.3. This requirement does not apply to any TOW that is not implicated by a Proposer's design for the Project.

Type of Engineering and Design Work	Description of Engineering and Design Work Type
Major	
3.2	Major Highway Design
3.3	Controlled Access Highway Design
4.2.1	Major Bridge Design - Concrete
4.2.2	Major Bridge Design - Steel
4.2.3	Major Bridge Design - Segmental

- 5.1 Conventional Bridge Inspection
- 5.3 Complex Bridge Inspection
- 5.4 Bridge Load Rating
- 9.1 Soil Exploration
- 9.2 Geotechnical Classification Lab Testing
- 9.4.1 Standard Foundations Studies
- 9.4.2 Non-Redundant Drill Shaft Bridge Foundation Studies

Minor:

- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
- 6.3.1 Intelligent Transportation Systems Analysis and Design
- 6.3.2 Intelligent Transportation Systems Implementation
- 6.3.3 Intelligent Transportation Traffic Engineering Systems Communication
- 7.1 Signing, Pavement Marking and Channelization
- 7.2 Lighting
- 7.3 Signalization
- 8.2 Design, Right of Way and Construction Surveying
- 15.0 Landscape Architect

Qualification requirements for each TOW required for the Project include having experienced professionals (engineers, architects, surveyors, mappers, landscape architects, transportation planners, right-of-way acquisition consultants, etc.) that are registered in accordance with State law. International and domestic professional engineering/design firms interested in participating in the Project that do not have professionals within their firm that are currently registered in accordance with State law are strongly encouraged to immediately contact the Florida Board of Professional Engineers at (850) 521-0500.

Each Proposer must complete the qualification process for engineering/design firms prior to the Proposal Due Date. If a Proposer team member that will perform a TOW is unable to meet the qualification requirements for that TOW prior to the Proposal Due Date, it may partner with an engineer of record that is qualified and will be in responsible charge of all engineering/design work associated with that TOW.

In addition, before commencing performance of any work, all firms must register to do business in the State. This can be accomplished by contacting the Division of Corporations within the Florida Department of State at (850) 245-6051.

1.11.4 Pre-qualification Assistance

For assistance with the contractor pre-qualification process, contact the FDOT Contracts Administration Office at (850) 414-4000. Proposers can obtain assistance with the engineering/design consultant pre-qualification process from the Procurement Office at (850) 414-4485.

1.12 Establishment of Single Purpose Entity

If the Proposer with the Best Value Proposal contemplates the creation of a single purpose entity as the party to execute the Agreement, the Proposer is required to establish the single purpose entity and submit executed copies of the articles of incorporation and any other corporate formation documents for the single purpose entity to FDOT within sixty (60) days of FDOT's announcement of the apparent Best Value Proposal. Proposers anticipating the creation of any such single purpose entity must include pro forma corporate formation documents in the Proposal, as described in Appendix A. Failure to meet the requirements in this Section 1.12 will result in forfeiture of the Proposer's Proposal Security. Establishment of the single purpose entity (if any) is a prerequisite to execution of the Agreement.

1.13 Utility Coordination Meetings

Proposers shall attend recurring utility coordination meetings that FDOT will coordinate with utility agencies impacted by the Project. The purpose of these meetings is for Proposers to obtain further knowledge regarding how utilities will impact the Project. ITP Section 1.4 sets forth the date of the initial utility coordination meeting. FDOT will contact Proposers directly regarding any subsequent utility coordination meetings.

1.14 Required Tour of SunGuide TMC

Proposers shall tour the SunGuide Traffic Management Center prior to submitting a Proposal.

SECTION 2.0 PROCUREMENT PROCESS

2.1 Method of Procurement

The RFP is issued pursuant to Section 334.30, Florida Statutes. FDOT will award the Agreement (if at all) to the Proposer that submits the Best Value Proposal. Evaluation of Proposals will be based on information submitted in the Proposals or otherwise available to FDOT, and will involve both pass/fail evaluation factors and an evaluation of technical and financial criteria, as further detailed in ITP Section 5 below and in the Appendices to this ITP.

2.2 Communications between FDOT and Proposers

FDOT will send all Proposers a copy of the RFP, including Addenda, and other Project-related documents and materials in electronic format at no cost. All Proposers responding to the RFP will be required to acknowledge that they have received and reviewed all such documents and materials.

2.2.1 FDOT Designated Point of Contact

FDOT has designated the following individual to be its Procurement Officer for the Project (the "Procurement Officer"):

Antonette Adams
Professional Services Administrator, District 4
Florida Department of Transportation
E-mail address: d4.profserv@dot.state.fl.us

Copy to:
Patrick D. Harder, Esq.
Nossaman, Guthner, Knox & Elliott, LLP
Email address: pdharder@nossaman.com

From time to time during the procurement process or during the term of the Agreement, FDOT may designate another Procurement Officer or other FDOT representatives to carry out some or all of FDOT's obligations pertaining to the Project.

2.2.2 Rules of Contact

Unless specifically authorized elsewhere in this ITP, the Procurement Officer, or a representative hereafter designated in writing by the Procurement Officer, is FDOT's single contact and source of information for this procurement.

The rules of contact set forth in this Section 2.2.2 shall apply during the Project procurement process. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact includes face-to-face, telephone, electronic-mail (e-mail) or formal written communication.

The specific rules of contact are as follows:

- A) After FDOT's announcement of the short-listed Proposers, neither a Proposer nor any of its team members may communicate with another Proposer or members of another Proposer's team with regard to the RFP or either team's Proposal. This prohibition does not apply to (1) Proposer communication with a Subcontractor that is on both its team and another Proposer's team, provided that the Subcontractor shall not act as a conduit of information between the two Proposers; and (2)

public discussion regarding the RFP at FDOT-sponsored informational meetings.

- B) Unless otherwise specifically noted in this ITP or authorized by the Procurement Officer, all Proposer communication with FDOT will be between the Proposer's identified representatives and the Procurement Officer. All such communication must be in writing (by mail or e-mail).
- C) Under normal circumstances, the Procurement Officer will contact a Proposer in writing through the Proposer's designated representative.
- D) Commencing with FDOT's announcement of the short-listed Proposers and continuing until the earliest of (1) execution and delivery of the Agreement, (2) FDOT's rejection of all Proposals or (3) cancellation of the Project procurement, neither a Proposer nor its agents may have ex parte communications with State officials, FDOT employees, members of the Project Selection Committee, the advisory scoring committees, any other person who will evaluate Proposals and any person identified in ITP Section 1.6.4, regarding the Project, except for communications expressly permitted in this ITP or through the process identified above. The foregoing restriction shall not, however, preclude or restrict communications regarding matters unrelated to the Project or from participating in public meetings or any public or Proposer workshop related to the Project. FDOT may, in its sole discretion, disqualify any Proposer engaging in such prohibited communications.
- E) Any contact by a Proposer determined to be improper may result in disqualification of the Proposer.
- F) FDOT will disseminate written communications regarding the Project from FDOT on FDOT letterhead. The Procurement Officer will sign such communications. Alternatively, the Procurement Officer may communicate via email originating from FDOT's server.
- G) FDOT will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Procurement Officer.

2.2.3 Language and United States Dollar Requirements

All correspondence regarding the RFP, Proposal, and Agreement is to be in the English language. If any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation, certified by an individual authorized as a translator by one of the Circuit Courts of the State, which shall take

precedence in the event of conflict with the original language. The Proposer shall exclusively use United States dollars in its Proposal, except in pre-printed or reference materials. In the evaluation of Proposals, FDOT may choose to disregard any financial figures provided by the Proposer in denominations other than United States dollars.

2.3 Questions and Responses Regarding the RFP

Proposers shall be responsible for reviewing the RFP and any Addenda issued by FDOT prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which the Proposer fails to understand. Proposers shall submit, and FDOT will respond to, such requests in accordance with this ITP Section 2.3. Any responses to these requests will not be considered part of the Agreement.

2.3.1 Form of Requests

Proposers shall deliver any requests to the Procurement Officer via e-mail or certified U.S. mail. FDOT will only consider requests made by the Proposers' designated representatives and will not consider telephone or other oral requests. Proposers are responsible for ensuring that requests clearly indicate on the first page or in the subject line, as applicable, that the material relates to the I-595 Corridor Roadway Improvements Project. Requests must include the requestor's name, address, telephone and fax numbers, and the Proposer he/she represents.

2.3.2 Timing of Requests

Proposers must submit any requests under this ITP Section 2.3 prior to the deadline for such requests in ITP Section 1.4. FDOT does not commit to answer any questions submitted by the Proposers after this deadline.

2.3.3 FDOT Responses and Confidential Information

FDOT's responses to questions submitted under this Section 2.3 will be in writing and FDOT will deliver these responses electronically to all Proposers, except that FDOT may in its discretion respond individually to those questions identified by a Proposer or deemed by FDOT as containing confidential or proprietary information. FDOT reserves the right to disagree with a Proposer's characterization of the confidentiality of any information it may provide. FDOT may rephrase or consolidate questions as it deems appropriate.

2.4 Addenda

FDOT may, by issuing an Addendum, modify conditions or requirements of the RFP at any time after its formal issuance. FDOT will send all Proposers a copy of all Addenda in electronic format at no cost. If FDOT finds it necessary to issue an Addendum, any relevant processes or response times necessitated by the Addendum will be set forth in

a cover letter to that specific Addendum.

FDOT will not be bound by, and the Proposer shall not rely on, any oral communication or representation regarding the RFP documents, or any written communication except to the extent that it is contained in the RFP or in an Addendum to the RFP and is not superseded by a later Addendum to the RFP.

2.5 One-on-One Meetings

Prior to submission of Proposals, FDOT anticipates conducting mandatory one-on-one meetings with each Proposer on the dates specified in ITP Section 1.4 and may hold additional one-on-one meetings as it deems necessary. No member of the Project Selection Committee or the advisory scoring committees shall participate in the one-on-one meetings.

2.5.1 Subject Matter of One-on-One Meetings

The purpose of the one-on-one meetings with Proposers is for FDOT to engage in fact finding with the Proposers regarding the RFP and the Project. No negotiation or decision-making shall take place during the one-on-one meetings. FDOT reserves the right to hold one-on-one meetings on matters it deems appropriate in its sole discretion.

2.5.2 Meeting Notice, Confirmation and Agreement

FDOT shall notify each Proposer in writing of the scheduled time, place, date and duration of any one-on-one meeting. This notice may also include procedural details regarding allowed contact with FDOT representatives and any identification the Proposers will be required to bring. Attached to the notice will be a form of agreement, which addresses, among other things, the Proposer's waiver of protest rights related to these meetings. In order to qualify to attend these meetings, Proposers are required to return an executed version of this agreement and confirm their attendance at this meeting within five (5) days of receiving this notice.

2.5.3 Statements at One-on-One Meetings

Nothing stated at any one-on-one meeting will modify the ITP or any other part of the RFP unless it is incorporated into the RFP or an Addendum issued pursuant to ITP Section 2.4.

2.5.4 FDOT Use of One-on-One Meeting Information

FDOT reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings, except to the extent that FDOT determines, in its sole discretion, such disclosure would reveal confidential or proprietary information.

2.6 Examination of the Request for Proposals Package and Work Site

Proposers are expected to carefully examine the Project site and the complete RFP package, including Reference Documents, before submitting a Proposal.

Each Proposer shall, by submission of a Proposal, be deemed to have made such examination and to have satisfied itself as to the conditions to be encountered in performing the work under the Agreement.

2.7 Changes to the Proposer's Organization

Proposers are advised that, in order for a Proposer to remain qualified to submit a Proposal, the Proposer's organization as identified in the SOQ must remain intact for the duration of the procurement process, unless otherwise approved in writing by FDOT. This includes the Equity Members and Major-Non-Equity Members of the Proposer and:

- A) the lead individual from each Equity Member and Major Non-Equity Member;
- B) the project manager for the Lead Contractor;
- C) the superintendent for the Lead Contractor;
- D) the lead design engineer for the Lead Engineering Firm;
- E) the operations manager for the Lead Operations and Maintenance Firm; and
- F) any other key members of the Proposer's management team or other individuals that the Proposer identified in its SOQ.

If a Proposer wishes to change the organization represented in its SOQ by adding, removing, or substituting any of the individuals listed above, by changing the role of one of these individuals, by changing or adding an Equity Member or Major Non-Equity Member to the Proposer team, or by changing the percentage of equity participation of one or more Equity Members of its team, the Proposer must submit to the Procurement Officer a written request to change its organization no later than 14 calendar days prior to the Proposal Due Date. If a request is made to allow an addition to the team, including a new Equity Member or Major Non-Equity Member, the Proposer shall submit with its request the information required by the RFQ for the position the proposed individual will fill. If a request is made to allow deletion of one of the individuals listed above, the Proposer shall submit such information as FDOT may require to demonstrate that the changed Proposer team continues to meet the RFQ criteria.

FDOT shall have sole discretion to grant or withhold approval of any requested change and to waive the requirement that the Proposer submit such change no later than 14

calendar days prior to the Proposal Due Date.

SECTION 3.0 ALTERNATIVE TECHNICAL CONCEPTS (ATCs)

3.1 Overview and Purpose of ATCs

The ATC process is intended to allow Proposers to incorporate innovation, flexibility, and construction time and cost savings into the design and construction of the Project and ultimately to obtain the best value for the public. The ATC process includes FDOT and Proposers holding a series of confidential one-on-one meetings regarding the Proposer's proposed ATCs prior to FDOT's release of the final RFP documents. At these ATC meetings, the Proposers may present and explain their proposed ATCs to FDOT, with the intent of FDOT fully understanding the alternative concepts. FDOT will not make any decisions regarding the proposed ATCs at these meetings. After these meetings, FDOT may, in its sole discretion, revise the draft RFP requirements to make them flexible enough to permit the proposed ATC. The final RFP requirements will reflect any such modifications. Aside from these potential modifications to the RFP requirements, FDOT will not provide a written response to the Proposers regarding proposed ATCs.

FDOT will not consider any ATC that would result in a reduction in scope. The proposed changes shall provide a solution that is equal or better to what is required by the requirements in the RFP, as determined by FDOT in its sole discretion. FDOT will not approve a proposed ATC if it reduces quality, performance or reliability.

FDOT reserves the right to not consider any ATC submittal that does not clearly follow the requirements in this ITP Section 3.

If a Proposer is unsure as to whether a concept is consistent with the requirements of the draft RFP requirements or if that concept would be considered an ATC by FDOT, FDOT suggests that the proposer present such concept as an ATC.

3.2 ATC Description

3.2.1 General Information Requirements

Proposers that want FDOT to modify the draft RFP requirements to accommodate their proposed ATC(s) shall, during the one-on-one ATC meetings, describe the proposed ATC(s).

3.2.2 ATC Information

Proposers may present and show documents at the ATC meetings to illustrate the proposed ATC and may retain any such documents at the conclusion of the meeting. Proposers shall be prepared to discuss the following aspects of each of their proposed

ATCs during the ATC meetings:

- A) Description: A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis;
- B) Usage: The location(s) where and an explanation of how the Proposer would use the ATC on the Project;
- C) Deviations: References to the draft RFP requirements that are inconsistent with the proposed ATC, an explanation of the nature of the deviations from the requirements and a request for approval of such deviations or a determination that the ATC is already consistent with the draft RFP requirements;
- D) Analysis: An analysis justifying the Proposer's use of the ATC and why FDOT should allow the deviation, if any, from the RFP requirements;
- E) Impacts: A preliminary analysis of potential impacts on vehicular traffic (both during and after the Construction Work), environmental impacts (including NEPA re-evaluations), community impacts (including additional public involvement), safety and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance and operation;
- F) Cost Savings: An estimate and detailed breakdown of any savings that would accrue to FDOT as a result of the ATC;
- G) Time Savings: An estimate of any reduction in the time period necessary to design and construct the Project resulting from implementing the ATC, including a description of the methods the Proposer would use, as well as a schedule graphically showing how the ATC will reduce this time period;
- H) Risks: A description of added risks to FDOT or third parties associated with implementation of the ATC;
- I) Quality: A description of how the ATC is equal or better in quality and performance than the RFP requirements;
- J) Costs: An estimate of the ATC implementation costs to FDOT, the Concessionaire and third parties;
- K) Operations: Any changes in operation requirements associated with the ATC, including ease of operations;
- L) Maintenance: Any changes in maintenance requirements associated with the ATC, including ease of maintenance;

- M) Handback: Any changes in Handback Requirements associated with the ATC;
- N) Anticipated Life: Any changes in the anticipated life of the item comprising the ATC;
- O) Project Revenue: A preliminary analysis of potential impacts on Project-related toll revenue;
- P) Right-of-Way: A description of the additional right-of-way (if any) required to implement the ATC;
- Q) Past Use: A description of other projects where the ATC has been used, the success of such usage and names and contact information, including phone numbers and email addresses, for project owner representatives that can confirm such statements; and
- R) Payments: A preliminary analysis of potential impacts on the MAP.

3.3 One-on-One ATC Meetings

The purpose of the ATC meetings scheduled in ITP Section 1.4 is to discuss the proposed changes to the basic configurations, design criteria, construction criteria or other technical requirements that are part of the draft RFP requirements, answer questions and address other issues related to ATCs. FDOT shall arrange a maximum of two meetings (one during each of the two sets of these meetings scheduled in ITP Section 1.4) with FDOT to discuss proposed ATCs.

3.4 Review of Proposed ATCs

After the ATC meetings, FDOT will determine whether to revise the draft RFP requirements to make them flexible enough to permit any of the proposed ATCs. FDOT will make this decision based on whether the change is in the best interest of FDOT, as determined in FDOT's sole discretion.

If the implementation of an ATC requires approval by a third party (i.e. FHWA, or other governmental authority), the Proposer will have full responsibility for, and will bear the full risk of, obtaining any such approvals after award of the Agreement. If any required third party approval is not subsequently granted with the result that the Proposer cannot utilize the ATC, the Proposer will not be eligible for a Change Order that results in a time extension or any compensation to the Proposer.

If an ATC, or other non-ATC option discussed at an ATC meeting by a Proposer is not allowed by FDOT, FDOT reserves the right to modify the RFP to otherwise preclude it (e.g., If a Proposer inquires whether FDOT would be willing to allow a team to reconfigure an interchange, FDOT may modify the RFP to state that interchanges are not to be re-configured).

FDOT reserves the right to accept or reject any ATC at its discretion.

3.5 Confidentiality of ATC Information

Information verbally discussed at an ATC meeting will be considered confidential by FDOT during the period prior to Proposal submittal. Except to the extent it is necessary to modify the RFP requirements to allow an ATC or preclude it, FDOT will not share the proposed ATCs with the other Proposers, if FDOT shares them at all, until FDOT has awarded the Agreement.

3.6 Use of Proposed ATCs by Successful Proposer

By submitting a Proposal, and in accordance with Contractual Services Agreement described in ITP Section 6.3, the Proposer agrees that if FDOT does not award it the Agreement, that FDOT may disclose its work product, including any information related to an ATC, to the Proposer awarded the Agreement.

SECTION 4.0 PROPOSAL CONTENT AND SUBMITTAL REQUIREMENTS

4.1 Format

To facilitate the evaluation of Proposals and to help protect the confidentiality of proprietary information, the four volumes of the Proposal submittal described below shall be submitted in separate sealed packages.

Unless otherwise specified in this ITP, all written submittals must be prepared on 8-1/2" x 11" or A4 sized, white paper. All written submittals, regardless of paper size, must be prepared on white paper and included in the applicable binder. Any submittal requested on paper larger than 8-1/2" x 11" or A4 format will be considered 1 page. Each section within a volume shall have sequentially numbered pages (i.e., "Vol. 2 – Section 2, p.2," for page 2 of Section 2 in Volume 2), shall be separated by a divider with a tab, and shall be prepared using no smaller than twelve-point font size, except for tables, which may be prepared using ten point font size. Some of the required documents have specified page limitations, as set forth in Appendices A, B and C. FDOT may disregard documents not complying with these page limitations. Proposers shall not include standard corporate brochures, awards, licenses and marketing materials and FDOT will not evaluate such materials.

4.2 Contents and Organization

Proposers shall clearly index their Proposals using pages with tabs and organize them in the order set forth in this ITP Section 4.2 and in Appendix E. The Proposal shall contain four separately bound and labeled volumes, each in a separate loose-leaf three ring binder, including the information described in this section. Proposers may subdivide each volume as needed. The electronic submittals (CDs and/or DVDs) shall follow

equivalent organizational standards, and shall use a searchable format with appropriate bookmarks.

4.2.1 Volume 1 – Administrative Information

Volume 1 of the Proposal will contain the administrative information the Proposer is required to submit under Appendix A, separated and labeled appropriately and organized in accordance with Appendix E.

4.2.2 Volume 2 – Technical Proposal

Volume 2 of the Proposal will contain the Technical Proposal. This volume should not contain any confidential or proprietary information. Each Technical Proposal will contain the components described in Appendix B (as further described in Appendix E-1), separated and labeled appropriately and organized in accordance with Appendix E.

The Technical Proposal shall be consistent with the requirements in the Contract Documents. In drafting the Technical Proposal, Proposers shall use the current FDOT Standard Specifications for Road and Bridge Construction and the modifications to Division II and Division III contained in the specifications workbook in effect on the date FDOT releases the RFP.

4.2.3 Volume 3 – Financial Proposal

Volume 3 of the Proposal will contain the Financial Proposal. This volume should not contain any confidential or proprietary information. Each Financial Proposal will contain the components described in Appendix C or otherwise specified in Appendix E, separated and labeled appropriately and organized in accordance with Appendix E. Any financial statements or updates to financial statements shall be submitted electronically to the extent possible, including links to SEC filings. If hard copies are submitted they must be provided in a separate notebook.

4.2.4 Volume 4 – Confidential Proprietary Information

Volume 4 shall contain all confidential and proprietary Proposal information. The Proposer shall separate the items included in Volume 4 into technical information and financial information and submit these two types of information in two separate binders in order to facilitate the evaluation process. The Proposer shall label these binders "Volume 4: Confidential Proprietary Information – Technical" or "Volume 4: Confidential Proprietary Information – Financial," as appropriate. The first page of each Volume 4 binder shall be a page executed by the Proposer that sets forth the specific items the Proposer deems confidential, trade secret or proprietary information protected from public disclosure under the Government in the Sunshine Laws. Each entry shall list the specific statute within the Government in the Sunshine Laws that the Proposer believes would protect that item from public disclosure. Blanket designations that do not

identify the specific information shall not be acceptable and may be cause for FDOT to treat the entire Proposal as public information. Notwithstanding the foregoing, the list required under this ITP Section 4.2.4 is intended to provide input to FDOT as to the confidential nature of a Proposer's Proposal, but in no event shall such list be binding on FDOT or determinative of any issue relating to confidentiality.

FDOT will consider the Proposer to have waived any claim of confidentiality and exemption from public disclosure for any materials placed in any other location in the Proposal than in Volume 4, even if the Proposer includes that item in the list described above.

In the event FDOT is requested to disclose any of the materials identified by the Proposer as confidential in Volume 4, FDOT will promptly notify the Proposer so that Proposer may seek a protective order or other appropriate remedy. If it wishes to protect the materials from disclosure, the Proposer shall seek court protection immediately on an emergency basis. In the event that such protective order or other remedy is not sought by the Proposer within 7 days after the Proposer receives notice from FDOT, FDOT will be free to release the requested information.

4.3 Submission of Proposals

Except for those portions of the Proposal that Proposers must deliver into escrow pursuant to ITP Section 4.4.2, Proposers shall submit the following to FDOT in accordance with Appendix E to this ITP: one (1) original of each of Volume 1, Volume 2 and the technical information component of Volume 4 of its Proposal (each volume marked "ORIGINAL"); twenty (20) copies of Volume 1; fifteen (15) copies of Volume 2, except that the Proposers shall submit only four (4) copies of the Project Schedule; three (3) electronic copies of Volume 2 (in original file format), each on a separate CD or DVD; twenty (20) copies of the technical information component of Volume 4; and three (3) electronic copies of the Proposal in "PDF" format, each on a separate CD or DVD. The original, hard and electronic copies of the Proposal described above shall not include the portions of the Proposal that Proposers must deliver into escrow pursuant to ITP Section 4.4.2.

Proposers shall submit and individually label all packages making up its Proposal as follows:

Response to the Request for Proposals for the I-595 Corridor Roadway
Improvements Project - Financial Management # 420809-3-52-01
Re: [Administrative Information, Technical Proposal; or Confidential
Technical Proprietary Information]

Proposals shall be delivered by the submission deadline on the Proposal Due Date (as specified in ITP Section 1.4) to:

Florida Department of Transportation
Procurement Office, District 4
3400 W. Commercial Boulevard
Ft. Lauderdale, FL 33309
Attn: Antonette Adams

Acknowledgment of receipt of Proposals will be evidenced by the issuance of a receipt by a member of FDOT staff. FDOT will not accept facsimile or other electronically submitted Proposals.

FDOT will not accept any Proposals delivered after the Proposal Due Date. Any Proposals received after the Proposal Due Date will be rejected and not considered. Proposers are solely responsible for assuring that FDOT receives their Proposals by the Proposal Due Date at the address listed above. FDOT shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences beyond the control of FDOT.

4.4 Submission of Documents to Escrow

4.4.1 Delivery to the Escrow Agent

Proposers shall deliver the documents and information listed in ITP Section 4.4.2 (Volume 3 and the financial information component of Volume 4) directly to the Escrow Agent at the following address:

Mr. Wilson Ostojic
Manager, Service Delivery L2
Iron Mountain
2131 S.W. 3rd Street
Pompano Beach, FL 33069

Proposers shall submit these materials in as many as five (5) sealed containers and shall lock each container with padlocks that are identical and can be opened with the same key. Proposers shall hand deliver this key to the Procurement Officer on the Proposal Due Date.

Proposers shall label each container as follows:

[Proposer Name]
Escrow Documents for the I-595 Corridor Roadway Improvements Project
Financial Management # 420809-3-52-01
Attention: Wilson Ostojic

In addition to the labeling described above, Proposers shall fill out and attach to each container one of the official Iron Mountain transmittal sheets that FDOT will provide to

the Proposers prior to the Proposal Due Date.

Proposers shall deliver the referenced documents to the Escrow Agent no later than the Proposal Due Date. The Escrow Agent will not accept any materials delivered after the Proposal Due Date and will not accept any facsimile or other electronic forms of delivery.

4.4.2 Content of Escrowed Documents

Each Proposer's submission to the Escrow Agent shall consist of the following documents and information:

- One (1) original and fifteen (15) copies of Volume 3; and
- Fifteen (15) copies of the financial information component of Volume 4.

Proposers shall not include originals or copies of these documents in their Proposal submittals to FDOT.

4.4.3 Release of Escrowed Documents

The escrow instructions will provide that no individual or entity aside from FDOT, including the Proposers, will have access to or the ability to remove the escrowed documents from escrow. The escrow instructions will only permit FDOT to access and/or remove these documents upon the delivery of a document executed by the Secretary of FDOT District 4 to the Escrow Agent requesting release of the escrowed documents.

4.5 Signatures and Certified Copies

The original Proposal Letter shall be signed in blue ink by all parties making up the Proposer, together with evidence of authorization (see Appendix D, Form A).

4.6 Currency

All required pricing and cost information shall be provided in July 1, 2008 United States Dollars only.

4.7 Copyrighted Material

FDOT will accept copyrighted material as part of a Proposal only if accompanied by a waiver that will allow FDOT to make paper and electronic copies necessary for the use of FDOT staff and consultants. It is noted that copyrighted material is not exempt from the Government in the Sunshine Laws. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

4.8 Withdrawals and Late Submittals

4.8.1 Withdrawal and Validity of Proposals

The Proposer may withdraw its Proposal at any time prior to the Proposal Due Date by means of a written request signed by the Proposer or its properly authorized representative. Such written request shall be delivered to the address in ITP Section 4.3. A withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal provided that it is received before the Proposal Due Date. Proposers may not withdraw a valid Proposal after the Proposal Due Date. Should a Proposer attempt to withdraw its Proposal while it is still valid, FDOT will draw upon the Proposal Security in its entirety.

4.8.2 Late Proposals

FDOT will not consider any late Proposals. Proposals and/or modification or withdrawal requests received after the time for submittal of Proposals will be returned to the Proposer.

4.9 Validity of Proposals

Proposals submitted and not withdrawn as of the Proposal Due Date shall be valid for a period of one hundred and eighty (180) days commencing on the Proposal Due Date. FDOT and the Proposers may mutually agree in writing to extend this validity period for up to an additional one hundred and eighty (180) days. If a Proposer agrees to extend its Proposal beyond the initial validity period, the Proposer's MAP proposal shall be adjusted in accordance with the formula set forth below. The adjustment shall be made as of the date that FDOT awards the Project to the Proposer submitting the Best Value Proposal. If the adjusted MAP from the Best Value Proposal exceeds the MAP Threshold, FDOT reserves the right, in its sole discretion, to (a) accept the adjusted MAP or (b) reduce the MAP to an amount acceptable to FDOT by using Reserve Funds to supplement the Final Acceptance Payments listed in Section 4.10.4.1 of the Agreement. The amount of Reserve Funds necessary to offset the reduction in MAP will be determined by solving the Original Financial Model for the lowest possible amount of Reserve Funds needed to achieve the reduced MAP acceptable to FDOT, while maintaining the Original Equity IRR and not violating the minimum prevailing debt covenants established in the Funding Agreements, provided that FDOT will indicate the amounts and the relevant Fiscal Year(s) for the Reserve Funds it plans to use. The amounts of Reserve Funds needed to offset changes in the MAP may be adjusted in accordance with ITP Section 6.10.2.

Any Proposer that agrees to extend its Proposal will, as a condition to FDOT's acceptance thereof, provide new Proposal Security covering the extension period.

MAP Adjustment Formula:

$$MAP_{Updated} = 0.75 \times MAP_{Proposal} \times \left(\frac{PPI_{Updated}}{PPI_{Proposal}} \times \frac{CPI_{Proposal}}{CPI_{Updated}} \right) + 0.25 \times MAP_{Proposal}$$

Where:

$MAP_{Proposal}$ = the MAP proposal quoted on the Proposal Due Date, expressed in July 1, 2008 US dollars;

$MAP_{Updated}$ = the MAP proposal adjusted on the date that FDOT awards the Project to the Proposer offering the Best Value Proposal, expressed in July 1, 2008 US dollars;

$CPI_{Proposal}$ = the Consumer Price Index for the date which is one hundred and eighty (180) days after the Proposal Due Date;

$PPI_{Proposal}$ = the Producer Price Index, Highway and Street Construction for the date which is one hundred and eighty (180) days after the Proposal Due Date. FDOT will use the preliminary version of this index if a final version for such date is not available when FDOT awards the Project to the Proposer offering the Best Value Proposal;

$CPI_{Updated}$ = the Consumer Price Index for the date that FDOT awards the Project to the Proposer offering the Best Value Proposal;

$PPI_{Updated}$ = the Producer Price Index, Highway and Street Construction for the date FDOT awards the Project to the Proposer offering the Best Value Proposal, expressed in July 1, 2008 US dollars. FDOT will use the preliminary version of this index if a final version for such date is not available when FDOT awards the Project to the Proposer offering the Best Value Proposal; and

Producer Price Index, Highway and Street Construction = the index by this name published by the Bureau of Labor Statistics on a monthly basis.

At the time of calculating $MAP_{Updated}$, should values of the Consumer Price Index or the Producer Price Index, Highway and Street Construction not be available for either (i) the date which is one hundred and eighty (180) days after the Proposal Due Date or (ii) the date on which FDOT announces the Best Value Proposal, then FDOT shall use the values corresponding to the closest prior dates for which a value of the Consumer Price Index or the Producer Price Index, Highway and Street Construction is available.

In those situations where the parties have mutually agreed to extend the initial Proposal validity period, the MAP proposal shall not be subject to further adjustment to address changes in the Consumer Price Index or Producer Price Index, Highway and Street Construction indices after the date on which FDOT awards the Project to the Proposer offering the Best Value Proposal.

4.10 Proposal Security

Each Proposer shall submit either a Proposal Bond or Proposal Letter(s) of Credit, as described in Appendix A and in the form provided in Appendix D, Form D-1 or D-2, as applicable. The Proposal Bond or Proposal Letter(s) of Credit, as applicable, shall be in the amount of \$10,000,000 US Dollars. If a Proposer decides to submit a Proposal Letter of Credit as its Proposal Security, it may submit more than one Proposal Letter of Credit in the form provided in Appendix D, Form D-2, provided that the Proposal Letters of Credit total \$10,000,000 US Dollars in the aggregate.

4.11 Forfeiture of Proposal Security

Each Proposer understands and agrees that if it has submitted and not withdrawn its Proposal as of the Proposal Due Date and withdraws any part or all of its Proposal while the Proposal is valid without the consent of FDOT; should refuse or be unable to enter into the Agreement as provided herein; should refuse or be unable to perform all of the acts or furnish all of the documents as provided in ITP Section 6.2; or, prior to execution of the Agreement, should refuse or be unable to furnish any commitments made in its Proposal, FDOT shall be entitled to draw on the Proposal Security in its entirety and the Proposer shall not be entitled to the Stipend.

FDOT will retain the Proposal Security for all Proposers until the Agreement has been fully executed, FDOT has canceled the RFP or the conclusion of the validity period described in ITP Section 4.9; after which FDOT will return the Proposal Security for each unsuccessful Proposer, except any Proposal Security drawn upon by FDOT. FDOT shall return the Proposal Security for the successful Proposer at such time as the successful Proposer has satisfied all conditions of execution and award, including, without limitation, those set forth in ITP Section 6.2.

The Proposer understands that any material alteration, as determined by FDOT in its sole discretion, of documents specified in this ITP Section 4, the Form of Proposal Bond (Appendix D, Form D-1) or the Form of Proposal Letter of Credit (Appendix D, Form D-2) (as applicable), will render the Proposal non-responsive and non-compliant, unless such alteration was authorized by FDOT prior to the Proposal Due Date.

In addition, FDOT acknowledges that the Proposers and the TIFIA JPO are not anticipated to reach final terms on the TIFIA credit aspects of the Proposers' Financial Plan prior to the Proposal Due Date. If, despite using commercially reasonable best efforts (including making reasonable financial and commercial concessions as necessary and appropriate under the circumstances), the Proposer selected by FDOT as having submitted the Best Value Proposal is unable to reach final commercial and legal terms with the TIFIA JPO, FDOT shall not be entitled to call upon the Proposer's Proposal Security. Furthermore, such failure to reach final terms shall not provide a basis upon which FDOT may decline payment of the Stipend. Provided, however, the protection described above shall not apply if:

- A) The Proposer's Financial Plan is materially different from the plan recommended by the TIFIA Credit Council and approved by USDOT prior to the Proposal Due Date; or
- B) The Proposer's TIFIA-related terms and conditions contain material deviations from the terms set forth in the June 27, 2008 memorandum from the TIFIA Credit Program Office; or
- C) The Proposer's TIFIA-related terms and conditions are inconsistent with the laws and regulations applicable to TIFIA.

4.12 Cost of Preparing Proposal

Subject to ITP Section 6.3, the cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process shall be borne by the Proposer.

4.13 Compliant Proposal

The Proposer shall submit a Proposal that provides all the information required by the ITP and is in accordance with the minimum requirements contained in the RFP, including the Appendices. If the Proposal does not fully comply with these requirements, FDOT may deem the Proposal non-responsive in which case the Proposer shall be disqualified. In addition, FDOT may consider Proposals non-responsive and the Proposer disqualified for the following reasons:

- A) If the Proposal is not submitted in the format specified in this ITP or is illegible;
- B) If the Proposal contains multiple, conditional or alternate Proposals or contains any omission, erasures, alterations, unauthorized additions or other irregularities of any kind; or
- C) If the Proposer is in arrears in the payment of any obligation due and owing the State, including the payment of taxes and employee benefits.

4.14 Insurance Requirements

Proposers are cautioned to carefully review the minimum insurance requirements set forth in the Agreement and to take these minimum requirements into account in putting together their Technical Proposal and Financial Proposal.

SECTION 5.0 EVALUATION PROCESS AND CRITERIA

With exception to the documents Proposers submit into escrow pursuant to ITP Section 4.4.2, upon FDOT's receipt of the Proposals, FDOT will proceed to review the Proposals using the pass/fail factors set forth in ITP Section 5.1 and to evaluate the Proposals

pursuant to the evaluation criteria and processes established in ITP Sections 5.2 and 5.3. FDOT will perform this same process for the escrowed Proposal documents once the Escrow Agent releases those documents as described in ITP Section 4.4.3. As set forth in ITP Section 5.4, in order to help in the evaluation process, FDOT may, at its sole discretion, hold fact-finding meetings with one or more of the Proposers in order to clarify aspects of a Proposal. Once FDOT has scored and weighted the Proposals, FDOT will determine which Proposal is the apparent Best Value Proposal.

FDOT may, in its sole discretion, reject all Proposals or advertise for new Proposals, if, in the judgment of FDOT, the best interests of the public will be promoted by doing so.

5.1 "Pass/Fail" Evaluation Factors

Each Proposal must achieve a rating of "pass" on each "pass/fail" evaluation factor listed in ITP Sections 5.1.1 through 5.1.3. Failure to achieve a "pass" rating on any "pass/fail" factor will result in FDOT declaring the Proposal non-responsive and the Proposer being disqualified. Prior to making such determination, FDOT may offer a Proposer the opportunity to clarify its Proposal (*see* ITP Section 5.5).

5.1.1 Administrative Pass/Fail Requirements

The administrative pass/fail requirements are as follows:

- A) The administrative information provided in Volume 1 contains each of the submittals required by Appendix A to this ITP (a list of which is set forth in Appendix E, Proposal Checklist);
- B) Proposer has delivered a properly executed Proposal Letter (Appendix D, Form A);
- C) Proposer has delivered a properly completed and executed Non-Collusion Affidavit (Appendix D, Form B);
- D) The organizational documents demonstrate that the Proposer has or, in the case of a single purpose entity to be formally established upon announcement of the apparent Best Value Proposal, will have legal capacity to undertake the work required by the Agreement, include appropriate provisions for management and decision-making within the organization as well as for continuation of the Proposer in the event of bankruptcy or withdrawal of any of its members, and are otherwise consistent with Project requirements.
- E) If the Proposer anticipates execution of the Agreement by a single purpose entity, the Proposer has delivered pro formas of the single purpose entity corporate formation documents that will be used to establish the entity should FDOT select its Proposal as the apparent

Best Value Proposal;

- F) Proposer has delivered an executed partnering/consortium agreement between the Proposer team members;
- G) Proposer has delivered a complete, properly executed Proposal Bond that complies with the requirements of Appendix D, Form D-1 or has delivered a complete, properly executed Proposal Letter of Credit (or multiple letters of credit as described in ITP Section 4.10) that complies with the requirements of Appendix D, Form D-2;
- H) The Equity Members, Major Non-Equity Members and key personnel listed in the Proposer's SOQ have not changed since submission of the SOQ, or the Proposer has previously advised FDOT of a change, FDOT has consented to such change, and the Proposal attaches a true and correct copy of FDOT's written consent thereto;
- I) Proposer has delivered a letter(s) of support from a qualified surety or bank as described in Section 2.2.12 of Appendix A;
- J) Proposer has delivered a properly completed and executed Conflict of Interest Disclosure Statement (Appendix D, Form C); and
- K) Proposer has delivered all other specified forms and documents, properly completed and signed (if required) (*see* Appendix D), and such forms and documents do not identify any material adverse information.

5.1.2 Technical Pass/Fail Requirements

The technical pass/fail requirements are as follows:

- A) Technical Proposal contains each of the submittals required by Appendix B to this ITP (a list of which is set forth in Appendix E, Proposal Checklist);
- B) Proposer has delivered a completed version of the Major Construction Activities Completion Chart that complies with the requirements of Appendix D, Form H; and
- C) The Technical Proposal receives an average adjectival score of at least "Fair" on each of the individual technical evaluation criteria listed in ITP Section 5.2.1 and receives an average adjectival score of at least "Good" on the entire Technical Proposal.

5.1.3 Financial Pass/Fail Requirements

The financial pass/fail requirements are as follows:

- A) The Financial Proposal contains each of the submittals required by Appendix C of this ITP (a list of which is set forth in Appendix E, Proposal Checklist);
- B) The Proposer's Financial Proposal shows that the Proposer meets the Committed Investment and equity shares requirements in Section 14.2 of the Agreement;
- C) The Financial Proposal contains all required lenders and equity commitment letters, indicating a firm commitment from Proposers and/or third-party financiers that the financing of the Design Work and Construction Work will be in place before construction begins. The Financial Proposal contains any proposed parent company guarantees;
- D) The Financial Proposal provides an electronic link to or CDs with electronic copies of the updated financial statements from the financial statements the Proposer provided in its SOQ, in accordance with Appendix C, Section 4.1; and
- E) The Financial Proposal contains a certification or disclosures by the Equity Members and, if applicable, its parent companies in accordance with Appendix C, Section 4.2.

5.2 Proposal Evaluation Criteria and Weighting

Unless FDOT determines that a Proposal does not pass the "pass/fail" qualification requirements set forth above, each Proposal will be evaluated and scored according to the criteria set forth below. The maximum score for a Proposal will be 100 points, which will be allocated as described below. The order in which the evaluation criteria appear within each category is not an indication of weighting or importance.

5.2.1 Technical Proposal Criteria [Up to 50 Points]

The Technical Proposal shall consist of the information set forth in Appendix B. The Technical Proposal evaluation factors are set forth in Sections 5.2.1.1, 5.2.1.2 and 5.2.1.3 below.

5.2.1.1 Management / Administration Evaluation Criteria - *Maximum 12 Points*

FDOT will use the following evaluation criteria to score the Management / Administration portion of the Technical Proposal:

- A) The degree to which the Project Management Plan contains a comprehensive and efficient construction management concept that: (a) integrates the management of all Project construction sections, as determined by Proposer's Construction Phasing/Sequencing Plan; (b) allocates the resources needed to meet the Project requirements and implement the Proposer's Construction Phasing/Sequencing Plan; and (c) demonstrates the existence of a comprehensive safety program that ensures the safety of the Concessionaire's employees and the travelling public;
- B) The degree to which the Project Management Plan contains a comprehensive and efficient design management concept that: (a) integrates the design of all Project sections, as determined by the Proposer's Construction Phasing/Sequencing Plan; and (b) allocates the resources needed to meet the Project requirements and implement the Proposer's Construction Phasing/Sequencing Plan;
- C) The degree to which the Project Management Plan demonstrates an efficient and effective interface: (a) between the design, construction, O&M and CEI personnel; (b) between the design / construction organizations and the QA/QC organization; (c) the construction personnel and the O&M organization in the commissioning of the Project; and (d) the Proposer and FDOT, FTE, other governmental entities, utility agency owners, stakeholders and the public during the Construction Period;
- D) The degree to which the Preliminary Quality Plan demonstrates that adequate QA/QC procedures and staffing will be in place during performance of the Design Work, Construction Work and O&M Work;
- E) The degree to which the Project Schedule and Construction Phasing/Sequencing Plan: (a) demonstrates a comprehensive understanding of the activities necessary to achieve final completion of the Project; (b) incorporates and sets forth an aggressive but realistic time frame for the required completion of all Construction Work and the specific Interim Milestones Works identified in Form H; (c) demonstrates, reasonably contemplates and accommodates contingencies likely to be encountered during construction; and (d) identifies a coherent and realistic strategy, consistent with the information contained in Form H, to progressively and continually alleviate traffic congestion along the I-595 corridor throughout the Construction Period; and
- F) The degree to which the Environmental Compliance Plan: (a) identifies adequate staffing to address environmental issues; (b) identifies and

tracks environmental and permitting requirements and how the Proposer intends to verify these requirements have been met; (c) demonstrates a comprehensive understanding of environmental risks and sensitivity to environmental concerns; and (d) sets forth an effective and efficient process for identification and mitigation of environmental risks.

5.2.1.2 Preliminary Corridor Master Plan Submittal Evaluation Criteria - *Maximum 30 Points*

FDOT will use the following evaluation criteria to score the Preliminary Corridor Master Plan Submittal portion of the Technical Proposal:

- A) The degree to which the Proposer's Preliminary Corridor Master Plan:
(a) demonstrates an understanding of the I-595 general purpose mainline lanes, auxiliary lanes, ramps lane requirements and SR-84 lane requirements; (b) accommodates movements, minimizes clear zone obstructions and conflict points, including weaving sections; (c) incorporates profiles that promote driver comfort; (d) minimizes "rollercoaster effect," and horizontal alignment shifts and inconsistencies; (e) contains a geometric layout of at-grade intersections that maximizes operational capacity; and (f) incorporates a consistent application of aesthetic features;
- B) The degree to which the Proposer's Preliminary Corridor Master Plan:
(a) demonstrates an understanding of the Florida's Turnpike mainline lanes, auxiliary lanes, and ramps lane requirements; (b) accommodates movements, minimizes clear zone obstructions and conflict points, including weaving sections; (c) incorporates profiles that promote driver comfort, minimizes "rollercoaster effect," horizontal alignment shifts and inconsistencies; and (d) incorporates consistent application of aesthetic features;
- C) The degree to which the Proposer's Preliminary Corridor Master Plan:
(a) demonstrates an understanding of the Express Lanes and Express Lanes Ramps systems requirements; (b) accommodates movements, minimizes conflict points and clear zone obstructions, including weaving sections; (c) incorporates profiles that promote driver comfort, minimizes "rollercoaster effect," horizontal alignment shifts and inconsistencies; (d) optimizes driver expectancy with regard to horizontal and vertical alignment and integration of signing and marking concepts; and (e) consistently applies aesthetic features;
- D) The degree to which the Proposer's Preliminary Corridor Master Plan adheres to the limitations of the design exceptions and design

variations (or reduces the need to employ the design exceptions and design variations) and demonstrates a clear understanding that all design elements are to be accommodated without expansion of the existing design exceptions and design variations;

- E) The degree to which the Proposer's Preliminary Corridor Master Plan demonstrates an understanding of: (a) the available and/or required types, locations, and sizes of stormwater management facilities that will be required for the project improvements to meet FDOT, South Florida Water Management District, and local drainage district criteria; (b) the required collection system and conveyance systems necessary to sufficiently meet FDOT Drainage Manual criteria, based on the quantity of roadway runoff, available and/or required stormwater management facilities, and proposed typical sections within the corridor; and (c) the relationship between construction phasing or sequencing and maintenance of traffic has on temporary and permanent drainage requirements, overall project cost, and permitting;
- F) The degree to which the Proposer's Preliminary Corridor Master Plan structures design: (a) adheres to the stipulations and requirements contained in the Technical Requirements; (b) conforms to the requirements set forth in the aesthetic guidelines; (c) demonstrates a clear understanding of the requirement for coordination with the South Florida Water Management District with respect to the New North River Canal; and (d) shows the level of bridge construction sequencing coordination with the Master Traffic Control Plan;
- G) The degree to which the Proposer's Preliminary Corridor Master Plan: (a) integrates the future transit guideway envelope, including foundation footprints, into the design of the I-595 corridor; and (b) assimilates the future I-75 and University Drive concepts; and
- H) The degree to which the Proposer's Preliminary Corridor Master Plan demonstrates a broad understanding of the use of guide signs and dynamic message signs and additional signing and pavement marking measures which will safely and efficiently guide all motorists to their destinations.

5.2.1.3 Operation and Maintenance Evaluation Criteria - *Maximum 8 Points*

FDOT will use the following evaluation criteria to score the Operation and Maintenance portion of the Technical Proposal:

- A) The Proposer's approach, as described in the O&M Plan, to the

operations and maintenance requirements during the Construction Period;

- B) The Proposer's approach, as described in the O&M Plan, to the operations and maintenance requirements during the Operating Period, including Concessionaire's approach to Renewal Work, and their overall approach to meeting the routine maintenance requirements, incident response and the management of the Express Lanes;
- C) The Proposer's approach, as described in the System Integration Plan, to (a) the ITS requirements for the Project during the Construction Period and their approach to the ITMS needs along the I-595 corridor and (b) the ITS / system integration requirements during the Operating Period; and
- D) The Proposer's approach, as described in the O&M Plan, to the Handback requirements for the Project.

5.2.2 Financial Proposal Criteria [Up to 50 Points]

5.2.2.1 Maximum Availability Payment - *Maximum 45 Points*

The MAP is the single number that will be provided on the MAP Proposal Form (See Appendix C-2). The lower the MAP proposed, the higher the score. FDOT will score the MAP in accordance with the following formula:

$$P_i = P_{\max} - R \times \frac{MAP_i - MAP_{\min}}{MAP_{ind}}$$

Where:

P_i = Points assigned to Proposer "i", which can be a negative number

P_{\max} = The maximum number of points for the MAP criteria (45 points)

MAP_i = The MAP bid by Proposer "i"

MAP_{\min} = The lowest MAP proposed

MAP_{ind} = \$10,000,000 (The amount determined by FDOT, which represents the premium FDOT is prepared to pay for a Technical Proposal receiving the maximum

technical score (50 points) over a Technical Proposal receiving the minimum number of points required on the entire Technical Proposal to meet an average adjectival score of "Good," as determined according to the procedures described in ITP Section 5.3.1.)

R = The number of points equal to the difference between the maximum technical score (50 points) and the minimum number of points required on the entire Technical Proposal to meet an average adjectival score of "Good," as determined according to the procedure described in ITP Section 5.3.1.

5.2.2.2 Feasibility of Financial Proposal - *Maximum 5 Points*

FDOT will use the following evaluation criteria to score the feasibility of the Financial Proposal:

- A) *The level of support from lenders and evidence of equity commitment* – Proposals that provide evidence of advanced development in financial structuring of the Project (e.g. provisional or signed financing term sheets, indicative credit ratings, commitments from monoline insurers subject only to a final credit rating), underwriting commitments and preliminary lenders' due diligence reports (legal and tax review, technical review, financial model audit, etc.), and that appear to reduce the risk of delay or failure to achieve Financial Close for the Project will receive a higher score. Proposals that have completed legal and technical due diligence will receive a higher score. Proposals that contain approval from a lender's credit committee (with minimal conditions as determined by FDOT in its reasonable judgment) will receive the maximum scoring for this evaluation factor. The volume of letters and gross dollar amount of commitment in excess of project requirements is less of interest than the depth and quality of the commitments for debt and equity.
- B) *Coherence and robustness of the Financial Plan* – Clarity and accuracy of the Original Financial Model and supporting documentation.
- C) *Interest Rate Risk Mitigation* – FDOT will evaluate the degree to which the proposed financial structure minimizes the risk and impact to FDOT of adverse interest rate changes after the Proposal Due Date as provided in ITP Section 6. Proposals that minimize sensitivity to credit spread risk, show transparent and realistic mechanisms for determination of credit spread and clear evidence that credit spread assumptions accurately reflect market conditions will receive higher scores. Proposals that make aggressive assumptions without demonstrating lenders' commitment regarding credit spread will receive lower scores.

5.3 Evaluation Guidelines

5.3.1 Adjectival Scoring System

FDOT will evaluate and score the criteria for all portions of the Proposal other than the administrative information provided in Volume 1 and Maximum Availability Payment in accordance with the guidelines in this Section 5.3.1.

FDOT will rate these evaluation criteria using an adjectival (qualitative/descriptive) ratings method, as follows:

ADJECTIVE RATING	DESCRIPTION
Excellent	The Proposal exceeds in a significant manner stated requirements/objectives in a beneficial way, providing advantages, benefits or added value to the Project, and provides a consistently outstanding level of quality.
Very Good	The Proposal exceeds the stated requirements/objectives in a beneficial way, providing advantages, benefits or added value to the Project, and offers a significantly better than acceptable quality.
Good	The Proposal comfortably meets the stated requirements/objectives, provides some advantages, benefits or added value to the Project and offers a generally better than acceptable quality.
Fair	The Proposer has demonstrated an approach which is considered to marginally meet stated requirements/objectives and meets a minimum level of quality.
Poor	The Proposer has demonstrated an approach which contains significant weaknesses/deficiencies and/or unacceptable quality.

Once FDOT has evaluated the Proposals in accordance with the evaluation criteria and assigned adjectival scores, FDOT employees not involved in evaluating the Proposals will convert the adjectival scores to numerical scores using numerical equivalents that the Project Selection Committee will allocate to the adjectival scores prior to FDOT's receipt of Proposals. The advisory scoring committees and any other person who will evaluate Proposals will not know the numerical equivalents assigned to the adjectival scores prior to the conclusion of the evaluation process.

5.3.2 Technical Proposal Evaluation Process/Guidelines

FDOT will evaluate and assign adjectival ratings to the Technical Proposal evaluation criteria listed in ITP Section 5.2.1, which FDOT will later convert to numerical scores (as described above in ITP Section 5.3.1). The sum of the scores from ITP Sections

5.2.1.1, 5.2.1.2 and 5.2.1.3 will make up the Technical Proposal score.

5.3.3 Financial Proposal Evaluation Process/Guidelines

FDOT will evaluate and assign an adjectival rating to the Feasibility of Financial Proposal criteria set forth in ITP Section 5.2.2.2, which FDOT will later convert to a numerical score (as described in ITP Section 5.3.1). FDOT will combine this score with the score assigned to proposed MAP under ITP Section 5.2.2.1 to make up the Financial Proposal score.

5.4 Fact-Finding Meetings

FDOT may hold fact-finding meetings on an as needed basis with one or more of the Proposers after receipt of Proposals. These meetings will allow FDOT to carry out the following tasks: (1) clarify any portion(s) of a Proposal or correct any errors, misstatements, or omissions that might prevent a Proposal from satisfying any of the pass/fail criteria; (2) clarify any ambiguous portion(s) of a Proposal that may inhibit FDOT's ability to score the Proposal; and/or (3) request that a Proposer explain any unspecified assumptions built into its Proposal. This process will be initiated by FDOT's delivery of a written request to the Proposer identifying the information needed and a date, time and place for the meeting. At any fact-finding meeting, FDOT may request a Proposer to provide written documentation of the information provided by the Proposer during the meeting. Unless FDOT agrees to a longer period, the Proposer will be required to provide this documentation within seven (7) days of this meeting. If the requested documentation is not received within the period described in the previous sentence, the Proposer's ratings may be adversely affected and/or the Proposal may be declared non-responsive and the Proposer disqualified. The fact-finding meetings are not intended to be used for negotiations.

5.5 Proposal Revisions

FDOT may request Proposers to correct any minor irregularities or errors in their Proposals as identified by FDOT following initial evaluation of the Proposals. In the event that a Proposer fails to comply with a request by FDOT to correct such minor irregularities or errors or fails to do so within the time period designated by FDOT, FDOT shall have the right to consider as valid such Proposer's initial Proposal and to award the Agreement to such Proposer based on its initial Proposal. The evaluation process will consider any revised information and re-evaluate and revise ratings as appropriate.

All terms and conditions of this ITP applicable to Proposals shall also be applicable to any revised information described above, except as otherwise specified in the request for revision.

SECTION 6.0 AGREEMENT AWARD AND EXECUTION

6.1 No Obligation to Award

FDOT shall be under no obligation to award the Agreement to the Proposer submitting the lowest priced Proposal or to award the Agreement at all.

6.2 Agreement Award and Execution

Unless FDOT rejects all Proposals or cancels this procurement, FDOT shall award the Agreement to the responsible Proposer offering an acceptable Proposal that is the most advantageous to FDOT and the State taking into consideration the evaluation criteria and procedures set forth in ITP Section 5 above. Notwithstanding the foregoing and anything else in this ITP, if the MAP from the Best Value Proposal exceeds the MAP Threshold (in July 1, 2008 US Dollars), FDOT reserves the right, in its sole discretion, to (a) accept that MAP or (b) reduce the MAP to an amount acceptable to FDOT by using Reserve Funds to supplement the Final Acceptance Payments listed in Section 4.10.4.1 of the Agreement. The amount of Reserve Funds necessary to offset the reduction in MAP will be determined by solving the Original Financial Model for the lowest possible amount of Reserve Funds needed to achieve the reduced MAP acceptable to FDOT, while maintaining the original Equity IRR and not violating the minimum prevailing debt covenants established in the Funding Agreements, provided that FDOT will indicate the amounts and the relevant Fiscal Year(s) for the Reserve Funds its plans to use. The amounts of Reserve Funds needed to offset changes in the MAP may be adjusted in accordance with ITP Section 6.10.2.

Following FDOT's selection of the Best Value Proposal, the selected Proposer shall, within 3 days, submit evidence to FDOT that the Proposer and its team members hold all required qualifications as described in ITP Section 1.11.

Within 60 days of FDOT's selection of the Best Value Proposal the selected Proposer shall:

- A) Notify FDOT in writing of the name and address of its agent for service of legal process for this Project. The Proposer shall not change this authorized agent without prior written notice to FDOT;
- B) If applicable, complete the establishment of the single purpose entity for the Project and submit certified copies of the single purpose entity-related documents to FDOT as described in ITP Section 1.12;
- C) Notify FDOT in writing of the Proposer's Federal Internal Revenue Service Employer Identification Number;
- D) Deliver to FDOT the executed Agreement, together with evidence (if not previously provided) as to the authority, power, and capacity of the

individuals executing the Agreement to bind the Proposer to the Agreement;

- E) Deliver to FDOT executed parent company guaranties (if proposed as part of the Proposer's Financial Proposal);
- F) Deliver to FDOT the DBE Affirmative Action Program Plan required under Section 8.8.2 of the Agreement;
- G) Deliver to FDOT an audit of the Original Financial Model conducted by an independent audit firm satisfactory to FDOT (at the Proposer's sole expense). The audit of the Original Financial Model for this purpose may be the same as the audit required by the Proposer's lenders. The Proposer shall ensure that copies of the audit reports are addressed to FDOT. Any amendment to the Original Financial Model required by the independent audit will be implemented without any change to the MAP, Final Acceptance Payment or other payments from FDOT. FDOT and the Proposer shall include any such amendments in Appendix 2 to the Agreement ("Concessionaire's Proposal Commitments"); and
- H) Deliver to FDOT an opinion letter from legal counsel regarding the Proposer's ability to validly and accurately make the representations and warranties set forth in Sections 18.1.10 through 18.1.14 of the Agreement.

Should the selected Proposer fail to comply with any of the above requirements FDOT shall call upon the Proposal Security in its entirety, and the successful Proposer will not be entitled to the Stipend or the Project Cancellation Fee.

Subject to the mutual agreement of the parties otherwise, if FDOT does not execute the Agreement within 30 days following establishment of the single purpose entity and receipt from the successful Proposer of the information and documents listed in this ITP Section 6.2, the Proposer shall have the right to withdraw the Proposal without penalty and FDOT shall have the obligation to pay the Proposer the Project Cancellation Fee.

If the successful Proposer fails to execute the Agreement within the time periods identified above, FDOT may award the Agreement to the Proposer whose Proposal was the next apparent Best Value Proposal, or FDOT may re-advertise and complete the work under a different contract, or otherwise, as FDOT may decide in its sole discretion.

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

6.3 Stipend / Contractual Services Agreement

Pursuant to the separate Contractual Services Agreement executed between FDOT and the Proposers, FDOT will pay certain of the Proposers a Stipend for their submitted Proposals or, if FDOT cancels the RFP or Project prior to the Proposal Due Date, all work product developed by Proposers under the Contractual Services Agreement. Except as provided in ITP Section 4.11, the successful Proposer shall not be entitled to the Stipend. The amounts paid under the Contractual Services Agreement are in no way intended to compensate Proposers for the total cost of preparing a Proposal. FDOT reserves the right to use any ideas or information contained in the Proposals or otherwise developed under the Contractual Services Agreement as FDOT deems appropriate, subject to FDOT's obligation to pay the Stipend.

6.4 Debriefing of Unsuccessful Proposers

FDOT shall debrief unsuccessful Proposers upon their written request submitted to the Procurement Officer no later than 10 days after FDOT's award of the Agreement. FDOT shall select individuals it considers familiar with the rationale for the selection decision and Agreement award to conduct the debriefings.

Debriefing shall:

- A) Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of a competing Proposal;
- B) Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and
- C) Provide information on areas in which the unsuccessful Proposer's Proposal had weaknesses or deficiencies.

Debriefing will not include discussion or dissemination of the thoughts, notes, or rankings of individuals evaluating the Proposals on FDOT's behalf, but may include a summary of the rationale for the selection decision and Agreement award.

6.5 Benchmark Interest Rates and Credit Spreads

6.5.1 Ten (10) business days prior to the Proposal Due Date, FDOT will give written notice to the Proposers of the values of the Benchmark Interest Rates, including complete term structures.

6.5.2 The Proposer shall select, from among the Benchmark Interest Rates, the benchmark index or, in the case of multiple debt types, the set of indices (and associated weightings, if relevant), that best match the reference rate(s) of the Proposer's debt structure(s) and use this index (or set of indices) to develop its Financial Plan and proposed MAP. After selecting

the appropriate benchmark index (or set of indices) the Proposer will select as the Base Interest Rate(s) the rates that correspond to the debt term or series of debt terms from each selected benchmark index that best matches the Proposer's debt structure(s) as described in the Funding Agreements and shown in the Original Financial Model submitted with the Proposal. The Proposer will then use best commercial efforts, in accordance with ITP Section 6.7, to identify as the Base Credit Spread(s), the interest rate credit spreads that would apply to each Base Interest Rate if the project were to be financed on the date the Benchmark Interest Rates are provided by FDOT. The Proposer will identify its Base Interest Rates, including which Benchmark Interest Rate(s) it selected, and Base Credit Spread(s) in Table 5 of Appendix C-3.

6.5.3 If FDOT reasonably determines that the Proposer's selection of indices, debt terms and derived Base Interest Rates pursuant to ITP Section 6.5.2 do not best match the Proposer's debt structure(s), then FDOT shall have the right to select indices, interest rates or debt terms, as applicable, from the Benchmark Interest Rates that more accurately reflect the Proposal's debt-financing solution and revise the Base Interest Rates and Base Credit Spreads accordingly for purposes of determining adjustments to the MAP under ITP Sections 6.6 through 6.10 below.

6.5.4 If FDOT concludes on the basis of its own reasonable market research and in accordance with ITP Section 6.10 below, that (a) the Proposer that has submitted the Best Value Proposal has based its Proposal on assumptions regarding Base Credit Spreads that were below-market or overly aggressive, or (b) the Proposer that has submitted the Best Value Proposal has applied updated credit spreads that are not supported by commercially available market pricing, FDOT reserves the right to refuse to provide any upward MAP adjustment described in ITP Section 6.7 and the Proposer that submits the Best Value Proposal shall lose the right to withdraw its Proposal under ITP Section 6.10.4 due to changes in credit spreads.

6.6 Interest Rate Fluctuation Risk

6.6.1 Subject to the limitations described in this ITP Section 6.6 and in ITP Sections 6.8 and 6.10, the Effective MAP shall be adjusted (upward or downward) to offset the financial impact (positive or negative) to the Proposal of the actual interest rate change, if any, in all applicable Benchmark Interest Rates between the day which is 10 business days prior to the Proposal Due Date and the earlier of (a) 6 months after the Effective Date or (b) the date of Financial Close, such that the lowest possible MAP is achieved, while the Original Equity IRR is maintained and the minimum prevailing debt covenants established in the Funding

Agreements are not violated. This adjustment shall be calculated and made in accordance with ITP Section 6.10.

6.6.2 Notwithstanding ITP Section 6.6.1, the Effective MAP shall not be adjusted to be higher than the Maximum Adjusted MAP. FDOT reserves the right to increase the value of the Maximum Adjusted MAP calculated in ITP Section 6.8.3 (and documented by the Proposer in Table 4.6 of Appendix C-3 to this ITP) in its sole and absolute discretion.

6.7 Credit Spread Fluctuation Risk

6.7.1 In addition to the MAP adjustment mechanism described in ITP Section 6.6 and subject to the limitations described in this ITP Section 6.7 and in ITP Sections 6.8 and 6.10, the Effective MAP shall be adjusted (upward or downward) by 75% of the amount that would be required to offset the financial impact (positive or negative) to the Proposal of credit spread fluctuations between the day which is 10 business days prior to the Proposal Due Date and the earlier of (a) 6 months after the Effective Date or (b) the date of Financial Close, such that the lowest possible MAP is achieved, while the Original Equity IRR is maintained and the minimum prevailing debt covenants established in the Funding Agreements are not violated. This adjustment shall be calculated and made in accordance with ITP Section 6.10.

6.7.2 Notwithstanding ITP Section 6.7.1, the Effective MAP shall not be adjusted to be higher than the Maximum Adjusted MAP, and any MAP upward adjustment made to offset 75% of the impact of credit spread fluctuations shall not exceed the Maximum Credit Spread Adjustment. In addition to its right to increase the Maximum Adjusted MAP, as described in ITP Section 6.6.2, FDOT reserves the right to increase the value of the Maximum Credit Spread Adjustment calculated in ITP Section 6.8.4 (and documented by the Proposer in Table 4.6 of Appendix C-3 to this ITP) in its sole and absolute discretion. In accordance with ITP Section 6.5.4, in order to be entitled to an upward MAP adjustment under ITP Section 6.7.1 and the right to withdraw its Proposal under ITP Section 6.10.4 due to changes in credit spreads, the Proposer that submits the Best Value Proposal must demonstrate that the Base Credit Spreads assumed in its Proposal and the updated credit spreads identified at Financial Close or the date which is 6 months after the Effective Date, whichever is earlier, are consistent with the market pricing prevailing at those times.

6.8 Bid Submission Calculations for Interest Rate and Credit Spread Risk

The Proposer is required to solve the Original Financial Model to determine the impacts of future Benchmark Interest Rate and credit spread fluctuations and to calculate the

Maximum Adjusted MAP and the Maximum Credit Spread Adjustment. FDOT shall have the right to audit and review the Original Financial Model to determine that these calculations are accurate. The Original Financial Model shall be capable of performing these and similar calculations in a transparent, auditable and generally easy-to-use manner and shall include instructions for indicating how FDOT can perform such calculations. For the calculations described in this ITP Section 6.8, ITP Section 6.10 and Appendix C-3 to the ITP, the Proposer must solve the Original Financial Model so that the solution results in the lowest possible MAP, while the Original Equity IRR is maintained and the minimum prevailing debt covenants established in the Funding Agreements are not violated. The Original Financial Model must calculate the proposed MAP with the Base Interest Rates, the Base Credit Spreads and the relevant covenants from the Funding Agreements as input parameters. Using the Original Financial Model, the Proposer shall undertake the calculations described in ITP Sections 6.8.1 through 6.8.4 and submit the values required in Table 4.6 of Appendix C-3 to this ITP.

If, in accordance with ITP Sections 4.9 and 6.2, FDOT decides to use Reserve Funds to reduce the MAP and achieve a lower Effective MAP, the Proposer that has submitted the Best Value Proposal shall update the Original Financial Model and the calculations described in this ITP Section 6.8 to reflect FDOT's use of the Reserve Funds. FDOT shall have the right to audit and review the Original Financial Model to determine that these calculations are accurate.

6.8.1 MAP given 100 bp Upward Shift in Base Interest Rates

The Proposer shall solve the Original Financial Model for the lowest possible adjusted MAP (while the Original Equity IRR is maintained and the minimum prevailing debt covenants established in the Funding Agreements are not violated) after adjusting all Base Interest Rates upward by 100 basis points, provided that Base Credit Spread(s) shall be unchanged, and in no case shall the Average Debt Cost (as re-calculated using the form in Table 4.5 of Appendix C-3 to this ITP) increase by more than 100 basis points. Proposers that utilize multiple maturity debt instruments, such as with a bond financing, shall increase every rate in the term structure by 100 basis points (to account for each individual serial or term bond issuance).

6.8.2 MAP given a 50 bp Upward Shift in Base Credit Spreads

The Proposer shall solve the Original Financial Model for the lowest possible adjusted MAP (while the Original Equity IRR is maintained and the minimum prevailing debt covenants established in the Funding Agreements are not violated) after adjusting all Base Credit Spreads upward by 50 basis points, while leaving Base Interest Rates unchanged, provided that in no case shall the Average Debt Cost (as re-calculated using Table 4.5 in Appendix C-3 to this ITP) increase by more than 50 basis points. Proposers that utilize multiple maturities, such as in a bond financing, shall increase every rate in the term structure by 50 basis points (to account for each individual serial or term bond in the structure). For this calculation, the Original Financial Model should

be solved to demonstrate the impact of 100% of the upward change in Base Credit Spreads on the MAP.

6.8.3 Maximum Adjusted MAP

The Maximum Adjusted MAP shall then be determined as an amount equal to the lesser of either: (a) the MAP Threshold; or (b) the lowest possible value of the adjusted MAP given a 100 basis point upward shift in Benchmark Interest Rates as calculated under ITP Section 6.8.1. If, however, the Effective MAP acceptable to FDOT is higher than the MAP Threshold, then FDOT reserves the right to increase the value of the Maximum Adjusted MAP in its sole and absolute discretion.

6.8.4 Maximum Credit Spread Adjustment

The Maximum Credit Spread Adjustment will be determined as the difference of: [(the lowest possible value of the adjusted MAP given a 50 basis point upward shift in the Base Credit Spread calculated under ITP Section 6.8.2) *minus* (the amount of the MAP quoted in the MAP Proposal Form (Appendix C-2))] *multiplied by* (75%).

6.9 TIFIA Financing

For purposes of preparing its financial plans, FDOT has determined that approximately \$232,000,000 US Dollars of FDOT costs may be considered eligible project costs for purposes of sizing the maximum TIFIA loan amount. These costs have been reviewed with FHWA and the TIFIA JPO but may be increased or decreased following future audit and verification. As a result, for purposes of preparing the Financial Plan, FDOT and the TIFIA JPO will accept an increase of \$76,560,000 US Dollars in the proposed amount of TIFIA borrowing above the amount resulting solely from the eligible uses of funds incurred by the Concessionaire. At the time of Financial Close FDOT will accept the risk or realize the benefit (as the case may be) that future audit and verification may reduce or increase the potential TIFIA loan amount attributable to FDOT-incurred costs.

6.10 Financial Close and Final Determination of MAP

6.10.1 Funding Arrangements and Timing

The Proposer that submits the Best Value Proposal will use its best efforts to achieve Financial Close under terms and with timing that will be most advantageous to FDOT (i.e., that will produce the highest decrease or lowest increase of the MAP). FDOT will have the right to approve the terms of the Funding Agreements (i.e., the date of expected Financial Close, the credit spread estimates, etc.), which approval will not be unreasonably withheld. The Proposer that submits the Best Value Proposal shall submit to FDOT on the date which is 45 days prior to the scheduled Financial Close all the relevant information related to the Funding Agreement(s), including credit spread data for comparable transactions closed in the past 60 days, as well as current Base Interest

Rates, Base Credit Spreads and detailed estimates of the calculations described in ITP Sections 6.10.3.1, 6.10.3.2 and 6.10.3.3. FDOT shall have a period of 30 days to (i) give its approval or disapproval of the terms and provisions of the Funding Agreements as to whether a Funding Agreement complies with the requirements of Article 16 of the Agreement and/or (ii) notify the Proposer if it intends to use Reserve Funds in accordance with ITP Section 6.10.5. FDOT's failure to either approve or disapprove of the terms and provisions of the Funding Agreements within the 30-day period shall be deemed an approval.

6.10.2 Interest Rates, Credit Spreads and Optimal Debt Structure

FDOT will use its own sources of research to establish the actual movement in interest rates and credit spreads, by means of an update in the respective Benchmark Interest Rates and its own market research regarding credit spreads. In the case where the movement of the Benchmark Interest Rates selected by the Proposer or the credit spread is more favorable for FDOT, this calculation will prevail. FDOT reserves the right to request and/or approve an adjustment in the date of Financial Close, a change in the Benchmark Interest Rates selected by the Proposer, or debt strategy (e.g., fixed or variable rate, the use of synthetics, TIFIA, bank debt or capital market debt) selected subsequent to award and prior to Financial Close if the resulting impact of the change results in a more favorable MAP and/or a lower required amount of Reserve Funds. In exercising this right, FDOT will consult with the Proposer that submits the Best Value Proposal in order to avoid unduly delaying Financial Close or negatively affecting the economic position of the Concessionaire with regard to its Original Equity IRR or the covenants of its Funding Agreements. Nevertheless, in accordance with ITP Section 6.5.4 above, FDOT reserves the right to reject or modify any claim for a credit spread adjustment which, in its sole determination, is not adequately supported by market data or results from a debt strategy that fails to sufficiently mitigate the risk of credit spread fluctuation.

6.10.3 Adjusting the Effective MAP

If, at the earlier of (i) 6 months after the Effective Date or (ii) the date of Financial Close, the value(s) of the Benchmark Interest Rate(s) and credit spread(s) have changed since 10 business days prior to the Proposal Due Date, then the Proposer will determine the needed adjustments to the MAP by making the following calculations:

6.10.3.1 Calculation of MAP Adjustments

The value of the MAP as adjusted for Benchmark Interest Rate and credit spread fluctuations (which risk sharing is described in ITP Sections 6.6 and 6.7) is determined in accordance with the following calculations:

Let "Y" = Minimum [(75% * (X - W)), "Maximum Credit Spread Adjustment"]

Let **"Z"** = **W** + **Y**

Therefore the adjusted MAP = Minimum [**Z**, "Maximum Adjusted MAP"]

FDOT will audit and verify the calculations of **"W"** and **"X"** (described in ITP Sections 6.10.3.2 and 6.10.3.3 below) and determine the value of the MAP as adjusted per the formula above.

6.10.3.2 Benchmark Interest Rates Change

The value **"W"** will be determined as the lowest possible MAP that results from solving the Original Financial Model, as it may be updated, in accordance with ITP Section 6.6.1, after updating all Base Interest Rates to the actual market value(s) of the Benchmark Interest Rate(s) and while leaving Base Credit Spread(s) unchanged.

6.10.3.3 Benchmark Interest Rates and Credit Spreads Change

The value **"X"** will be determined as the lowest possible MAP that results from solving the Original Financial Model, as it may be updated, (while the Original Equity IRR is maintained and the minimum prevailing debt covenants established in the Funding Agreements are not violated) after updating all Base Credit Spread(s) to the actual market value(s) of the credit spread(s) on the Benchmark Interest Rate(s) and also updating Base Interest Rate(s) to the actual market value(s) of the Benchmark Interest Rates. For this calculation, the Original Financial Model should be solved to demonstrate the impact of 100% of the upward change in Base Credit Spreads on the MAP.

6.10.3.4 Exceptions

Notwithstanding the foregoing, the calculations described in this ITP Section 6.10.3 may be modified as applicable if: (a) FDOT elects to allow an increase in the Maximum Adjusted MAP to further offset the impact of Benchmark Interest Rate fluctuations in accordance with ITP Section 6.6.2; or (b) FDOT elects to allow an increase in the Maximum Adjusted MAP and/or the Maximum Credit Spread Adjustment to further offset the impact of 75% of the impact of credit spread(s) fluctuations in accordance with ITP Section 6.7.2; or (c) FDOT adjusts the Base Interest Rates and/or Base Credit Spreads and/or provides reduced or no credit spread risk sharing in accordance with ITP Sections 6.5.3, 6.5.4 and/or 6.10.2 as applicable or (d) FDOT elects to use Reserve Funds in accordance with ITP Section 6.10.5.

6.10.4 Right to Withdraw

If fully offsetting the impact of changes in the applicable Benchmark Interest Rates and credit spreads as described in ITP Sections 6.6.1 and 6.7.1 (i.e., using $W+75\%*(X-W)$) instead of applying the Maximum Adjusted MAP and Maximum Credit Spread

Adjustment restrictions in the formulas described in ITP Section 6.10.3.1) would result in (i) a MAP that exceeds the Maximum Adjusted MAP and FDOT does not elect to increase the Maximum Adjusted MAP to fully cover said changes in accordance with ITP Sections 6.6.2 and 6.10.3.4 and/or (ii) an adjustment to the Effective MAP for credit spread fluctuation that exceeds the Maximum Credit Spread Adjustment (before any increase of its value by FDOT in accordance with ITP Section 6.7.2), then the Proposer that submits the Best Value Proposal has the option to either accept the adjustment to the Effective MAP elected by FDOT or: (a) if it is prior to the Effective Date, to withdraw its Proposal without penalty (in which case the Proposer will also be entitled to receive the Stipend, but will not be entitled to the Project Cancellation Fee described in ITP Section 6.2); or (b) if it is after the Effective Date, to terminate the Agreement as set forth in Section 20.4.4 of the Agreement (in which case the Proposer will also be entitled to receive the Project Cancellation Fee described in ITP Section 6.2, but will not be entitled to receive a Stipend).

6.10.5 Use of Reserve Funds

If the application of the calculation in ITP Section 6.10.3.1 results in an amount $Z=W+Y$ in excess of the MAP Threshold (in July 1, 2008 US Dollars), then FDOT reserves the right, in its sole discretion, to: (a) increase the Maximum Adjusted MAP and accept the resulting MAP; or (b) reduce the Effective MAP to an amount acceptable to FDOT by using Reserve Funds to supplement the Final Acceptance Payments listed in Section 4.10.4.1 of the Agreement. The amount of Reserve Funds necessary to offset the reduction in MAP will be determined by solving the Original Financial Model for the lowest possible amount of Reserve Funds needed to achieve the reduced MAP acceptable to FDOT, while maintaining the Original Equity IRR and not violating the minimum prevailing debt covenants established in the Funding Agreements, provided that FDOT will indicate the amounts and the relevant Fiscal Year(s) for the Reserve Funds it plans to use. The amounts of Reserve Funds needed to offset changes in the MAP may be adjusted in accordance with ITP Section 6.10.2. In exercising this right, FDOT will consult with the Proposer in order to avoid unduly delaying Financial Close.

6.11 Actual Insurance Policies Description

Each Proposer shall provide a description of the coverage limits, deductible amounts, and anticipated premiums, on a coverage by coverage basis, for each and every insurance policy it intends to procure at NTP 2 for the O&M Work and explain the assumptions used in its Original Financial Model with respect to the related insurance premium costs.

6.12 Termination For Convenience Calculation Method

As part of its Proposal, each Proposer must choose a method for calculating the compensation amount to which it shall be entitled if FDOT terminates the Agreement for convenience in accordance with Section 20.1 of the Agreement. Proposers shall

make the choice of either the "Backward Looking Termination for Convenience Amount" described in Section 20.1.3 of the Agreement or the "Forward Looking Termination for Convenience Amount" described in Section 20.1.4 of the Agreement and submit its choice in Appendix D, Form J.

SECTION 7.0 PROTESTS

This Section 7.0 sets forth the exclusive protest remedies available with respect to the RFP, including this ITP and the award, if any, of the Agreement. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive. These provisions are included in this ITP expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in this ITP, it shall indemnify, defend, and hold FDOT, its directors, officers, officials, employees, agents, representatives, and consultants harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages incurred or suffered as a result of such Proposer actions. The submission of a Proposal shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

7.1 Protest of RFP Requirements and Award

Any person whose substantial interests are affected by the requirements contained in the RFP, including this ITP, has the right pursuant to 120.57(3)(b), Florida Statutes, to protest the RFP requirements. Similarly, any person who is adversely affected by FDOT's decision or intended decision to award the Agreement has the right pursuant to 120.57(3)(b), Florida Statutes, to protest that decision.

7.2 Initial Notice of Protest

Those wishing to protest under ITP Section 7.1 must file a notice of intent to protest in writing pursuant to Sections 120.569 and 120.57(3), Florida Statutes within seventy-two (72) hours of FDOT posting the RFP or the notice of the decision (or intended decision) to award the Agreement, as applicable. Saturdays, Sundays, and State holidays shall be excluded in the computation of the 72-hour time periods.

7.3 Formal Written Protest

Those who file a notice of intent to protest under ITP Section 7.2 shall file a formal written protest within ten (10) days after the filing date of the notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based, should include a copy of the RFP, must be legible, prepared on 8-1/2" x 11" white paper, and contain the following:

- A) The name and address of each agency affected, including each agency's file or identification number, if known; and any FDOT identifying number on the RFP, if known;
- B) The name, address, and telephone number of the petitioner and the name, address and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- C) An explanation of how the petitioner's substantial interests will be affected by the protested action;
- D) A statement of when and how the petitioner received the RFP;
- E) A statement of all disputed issues of material fact (if there are none, the petition must state that none exist);
- F) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of FDOT's proposed action, including an explanation of how the alleged facts relate to the specific rules and statutes the petitioner contends require reversal or modification of FDOT's proposed action;
- G) A statement of the relief sought, stating precisely the desired action the petitioner wishes FDOT to take with respect to FDOT's proposed action; and
- H) Conform to all other requirements set out in Florida Statutes, Chapter 120 and Florida Administrative Code, Chapter 28-106, including but not limited to Florida Statutes 120.57 and Rules 28-106.201(2), 28-106.301(2), and 28-110 Florida Administrative Code as may be applicable.

7.4 Protest Bond

Any person who files a notice of protest regarding award of the Agreement shall post with FDOT, at the time of filing the notice of protest, a bond payable to FDOT in the amount of \$250,000, US Dollars. No such bond is required for filing a notice of protest regarding the RFP requirements.

7.5 Delivery of Notices

The notice of intent and the formal written protest must be sent to:

**Clerk of Agency Proceedings
Florida Department of Transportation
Haydon Burns Building
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458**

with a copy to:

**Office of General Counsel
Florida Department of Transportation
Haydon Burns Building
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458**

7.6 Determination of Protested Issue

The parties to a protest will hold a formal hearing if there are disputed issues of material fact. If the parties hold a formal hearing, this matter will be referred to the Division of Administrative Hearings, where the parties may present witnesses and evidence and may cross-examine other witnesses before an administrative law judge. If there are no disputed issues of material fact, the parties will hold an informal hearing, in which case the petitioner will have the right to provide FDOT with any written documentation or legal arguments which they wish FDOT to consider.

Mediation, pursuant to Section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

A petition for an administrative hearing shall be dismissed, if it is not in substantial compliance with the requirements of either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, or if the petitioner has not timely filed the petition. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the petitioner does not post a protest bond satisfying the requirement set forth above (or that satisfies a statutorily authorized alternate) when required, FDOT shall summarily dismiss the petition. If FDOT dismisses the petition, the petitioner will have waived its right to have the intended action reviewed pursuant to Chapter 120, Florida Statutes, and the action set forth in the notice shall be conclusive and final.

SECTION 8.0 FDOT'S RIGHTS AND DISCLAIMERS

8.1 FDOT's Rights

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

- A) Develop the Project in any manner that it, in its sole discretion, deems necessary. If FDOT does not execute the Agreement to its satisfaction with the Proposer that submitted the apparent Best Value Proposal, it may proceed to the next highest rated Proposer, terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the provisions of State law as it deems appropriate;
- B) Investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, require additional information concerning a Proposer's Proposal, require additional evidence of qualifications to perform the Work, and seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;
- C) Reject all Proposals;
- D) Reject any Proposals received for non-responsiveness to or non-compliance with the RFP requirements;
- E) Issue a new RFP;
- F) Cancel, modify, or withdraw the RFP in whole or in part at any time prior to the execution of the Agreement by FDOT, including adding or deleting Proposer responsibilities contained in the RFP;
- G) Modify all dates set or projected in the RFP, including this ITP;
- H) Issue Addenda;
- I) Disqualify any Proposer who changes its Proposal, members of its team or key personnel without FDOT approval;
- J) Appoint evaluation committees to review Proposals and seek the assistance of outside technical experts and consultants in evaluating the Proposals;

- K) Accept and review non-conforming Proposals or seek and receive clarifications or supplements to a Proposal;
- L) Waive minor irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on FDOT's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers;
- M) Suspend and terminate the procurement at any time; and/or
- N) Exercise any other right reserved or afforded to FDOT under this ITP and applicable law.

8.2 Disclaimers

The RFP does not commit FDOT to enter into the Agreement, nor does it obligate FDOT to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of the Agreement. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs, except for any costs paid in accordance with ITP Sections 6.2 and 6.3.

The execution and performance of the Agreement pursuant to the RFP is contingent upon sufficient appropriations and authorizations being made by the Florida legislature for performance of the Agreement between the successful Proposer and FDOT.

In no event shall FDOT be bound by, or liable for, any obligations regarding the Work or the Project until such time (if at all) as FDOT has executed and authorized the Agreement.

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

Appendix A

Administrative Information Submittal Requirements

SECTION 1.0 General Instructions

This Appendix A describes the required information and submission format regarding administrative information submittals. Proposers shall submit the administrative information required by this Appendix A, separated and labeled appropriately and organized in accordance with Appendix E. The administrative information submittals shall be limited to the page limitations (if any) specified for that submittal.

SECTION 2.0 Contents of the Administrative Information Submittals

The required contents and organization of the administrative information submittals are presented in this Appendix A and summarized in the Proposal checklist provided in Appendix E. Proposers are to provide all information set out in this Appendix A. A copy of the checklist for the administrative information submittals shall be included with these submittals. Proposers shall not amend the order or change the contents of the checklist except to provide the required cross reference to their respective Proposal.

The administrative information submittals shall consist of the following major elements: (a) the Executive Summary; (b) Proposer information, certifications and documents (including required forms); and (c) the Proposal Bond or Proposal Letter(s) of Credit.

2.1 Executive Summary

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer's Proposal and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall not exceed 10 single-sided pages and shall be in at least twelve-point type. The Executive Summary shall not include any confidential information or details regarding the MAP. The Executive Summary shall, at a minimum, include the following:

- A) An explanation of the organization and contents of the Proposal;
- B) A summary of any changes in the Proposer's organization, including changes to the Equity Members, Major Non-Equity Members and those key personnel described in ITP Section 2.7 since submission of the SOQ;
- C) An overview of the proposed Financial Plan that includes a description of the opportunities and innovations in the plan that would be beneficial to FDOT;
- D) An overview of the design and construction approach, technical innovations, key risks anticipated and the mitigation methods proposed that will result in a

world-class project;

- E) A summary of the proposed management, decision making and day-to-day operational structure of the Concessionaire;
- F) A summary of the Proposer's approach to fulfilling expectations of Project stakeholders for a high level of service and close coordination during the construction and operational phases;
- G) A summary of the proposed Project Schedule, including key Interim Milestone Deadlines for development, design, construction and maintenance activities; and
- H) An overview of Proposer's approach to operating and maintaining the Project to the highest standards of safety and service quality in accordance with the requirements of the Agreement and including provision for renewals, replacements and eventual handback;
- I) A summary of the Proposer's approach to fulfilling environmental requirements to the highest possible standards; and
- J) A summary of Proposer's approach, design innovations or special technologies being applied to ensure safe and reliable traffic operations during and after construction.

The Proposer shall attach to the Executive Summary the following two organization tables:

- (1) A table indicating the roles of the Equity Members and Major Non-Equity Members and their shares of ownership of any joint venture entities; and
- (2) A table showing the relationship between any of the Equity Members and Major Non-Equity Members and any Guarantors.

These tables shall not count towards the page limit for the Executive Summary.

2.2 Proposer Information, Certifications and Documents

2.2.1 Proposal Letter – Form A

The Proposal shall include the Proposal Letter (Form A). The Proposer shall attach to the Proposal Letter evidence of authorization to execute and deliver the Proposal and the Agreement, shall identify its authorized representative(s) and shall include all necessary authorization documents (as requested in the Proposal Letter – Form A).

2.2.2 Non-Collusion Affidavit – Form B

The Proposal shall include Form B, certifying that the Proposal is not the result of and has not been influenced by collusion.

2.2.3 Conflict of Interest Disclosure Statement – Form C

The Proposal shall include a certification on Form C describing potential Organizational Conflicts of Interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an Organizational Conflict of Interest.

2.2.4 Key Personnel Statement of Availability – Form E

The Proposal shall include a completed Form E confirming the availability of key personnel and other individuals named in the Proposal.

2.2.5 Equity Members, Contractors and Key Personnel Commitment – Form G

The Proposal shall include a completed Form G confirming the identity, current availability and commitment to the Project of the Equity Members, Major Non-Equity Members and key personnel for the Major Non-Equity Members that were listed by the Proposer in the SOQ or subsequently approved in writing by FDOT in accordance the procedures set forth in this ITP.

2.2.6 Equal Employment Opportunity Certification – Form K

The Proposal shall include an executed copy of Form K, regarding participation in contracts subject to federal equal employment opportunity requirements.

2.2.7 DBE Certification and Program Description – Form L

The Proposal shall include an executed copy of Form L confirming, among other things, that Proposer will make a good faith effort to obtain DBE commitments equal to or exceeding the DBE participation goal in ITP Section 1.8.

The Proposal shall also include a maximum one-page description of the Proposer's DBE program. This description should be attached to Form L and should list any DBEs that the Proposer has identified as potential partners, when the Proposer will identify additional DBEs and when and how the Proposer will report DBE commitments to FDOT.

2.2.8 Buy America Certification – Form M

The Proposal shall include an executed copy of Form M, regarding federal "Buy America" requirements.

2.2.9 Use of Contract Funds for Lobbying Certification – Form N

The Proposal shall include an executed copy of Form N, regarding use of contract funds for lobbying.

2.2.10 Debarment and Suspension Certification – Form O

The Proposal shall include an executed copy of Form O, regarding debarment and suspension of contractors.

2.2.11 Changes in Proposer's Organization

The Proposal shall include a copy of the letter(s) (if any) issued by FDOT approving changes to the composition of the Proposer's team (including additions to a Proposer team) or the percentage of equity participation of one or more Equity Members of its team following FDOT's decision to short-list the Proposer. Such approval is required under Section 4.1.7 of the RFQ. If the Proposer includes any such letter(s), it shall also include a brief description (two (2) page maximum) of these changes.

2.2.12 Letter of Commitment from Surety or Bank

The Proposal shall include a letter from a surety licensed to issue bonds in the State indicating that the surety has reviewed the Agreement, including Appendix 15 (Form of Performance Security, Payment Bond and O&M Security) to the Agreement, and is prepared to issue performance bonds (Design – NTP 1 / Design and Construction – NTP 2), payment bonds (Design – NTP 1 / Design and Construction – NTP 2) and operations and maintenance security to the Proposer in the form and amount required by the Agreement. The surety providing such letter must be rated at least "A" or better and Class VIII or better by A.M. Best and Company. The letter must specifically state that the surety has read the RFP (including the ITP) and has evaluated the Proposer's backlog and work-in-progress in determining its willingness to issue the performance bond and payment bond. Separate letters for one or more of the individual Equity Members or Major Non-Equity Members are acceptable, as is a single letter covering all Proposer team members.

As an alternative to the performance bond surety letter required by this section, the Proposal may include a letter from a bank that must have long-term, unsecured debt ratings of not less than "A" or "A2," as applicable, issued by at least two of the three major rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poors Ratings Group) indicating a willingness to issue a letter of credit in the form and amount set forth in Appendix 14-A.1 (Form of Letter of Credit (Design – NTP 1)), Appendix 14-A.2 (Form of Letter of Credit (Design & Construction – NTP 2)) and Appendix 14-B (Form of Letter of Credit (Operations & Maintenance)) to the Agreement, covering the performance bond requirements related to NTP 1 and NTP 2. The bank letter shall state the unsecured debt rating of the issuing institution.

Proposers must meet the payment bond requirements with a surety bond. FDOT will not accept a letter of credit from Proposers for the payment bond requirements.

2.2.13 Draft Single Purpose Entity Corporate Formation Documents

If the Proposer contemplates the creation of a single purpose entity as the party to execute the Agreement, the Proposal shall include pro forma corporate formation documents for such single purpose entity, including, but not limited to, draft articles of incorporation.

2.2.14 Executed Copy of Partnering/Consortium Agreement

If the Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed teaming agreement or, if the entities making up the Proposer have not executed a teaming agreement, a summary of the key terms of the anticipated agreement.

2.2.15 Additional Entity / Personnel Information

The Proposal shall include resumes and support documentation regarding the entities and individuals the Proposer will utilize to fill the positions listed in Appendix G (Additional Entity / Personnel Information). FDOT will not consider this information in any aspect of the Proposal pass/fail or evaluation processes described in the ITP. Instead, FDOT will review this information to verify that the proposed entities and personnel meet the qualification requirements listed in Appendix G and are otherwise acceptable to FDOT. The requirements in Appendix G reflect similar requirements that FDOT will include in Volume II, Division II of the Agreement.

2.3 Proposal Security – Form D-1 or Form D-2

The Proposal shall include a properly executed Proposal Bond or Proposal Letter(s) of Credit in the amount described in ITP Section 4.10 and in the form provided in Appendix D, Form D-1 (Form of Proposal Bond) or Appendix D, Form D-2 (Form of Proposal Letter of Credit). If the Proposer submits a Proposal Letter of Credit, the Proposer shall attach to each Proposal Letter of Credit evidence of the issuer's long-term unsecured debt ratings from at least two of the three major rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poors Ratings Group), current as of thirty (30) days before the Proposal Due Date.

Appendix B

Technical Proposal Submittal Requirements

Proposer shall submit the Technical Proposal information required by this Appendix B, separated and labeled appropriately and organized in accordance with Appendix E. See Appendix E-1 for additional information regarding the components of the Technical Proposal.

1. Management / Administration

1.1. Project Management Plan

The Technical Proposal shall include a Project Management Plan, including the management and staffing plan for the phasing and sequencing of the Project (and any proposed Project segmentation) as defined in the Proposer's Construction Phasing/Sequencing Plan. The Project Management Plan shall include:

- a. the Proposer's concept of design management, including a description of how design personnel will interface with the construction and O&M organizations to enhance and expedite the design process, in accordance with the Preliminary Quality Plan;
- b. a description of the construction management concept to be used, including the interface with the QA/QC organization;
- c. a description of the interrelationship between the design and construction activities and the allocation of design and construction staff to implement the Proposer's Construction Phasing/Sequencing Plan;
- d. a description of the Proposer's approach to addressing constructability, durability, maintainability and environmental compliance in the design and construction processes;
- e. a description of the Proposer's approach to safety, for both employees of the Concessionaire and the public, including the designation of a full time safety officer;
- f. a description of how the Proposer will interface with FDOT District 4, FTE, Broward County, cities, regulatory agencies, utility agency owners, other stakeholders and the public during the Construction Period, including but not limited to the following activities: plans and permits review; progress, workshop, partnering and utility coordination meetings; construction engineering and inspection; and public involvement and community input; and

- g. a description of how construction personnel will interface with the O&M organization in the commissioning of the Project.

The Project Management Plan shall include three (3) summary organization charts (on 11"x17" sheets) illustrating the Proposer's key personnel and their prospective roles and responsibilities along with other principal participants and named Subcontractors having a material role in the Project in connection with the Design Work, the Construction Work, and the O&M Work. The Proposer shall provide resumes (maximum of two 8-1/2" x 11" pages) for all key design, construction and O&M personnel. The three (3) organization charts described above shall be provided for:

- a. the proposed design organization, indicating the responsibilities and structure of the design staff, down to and including discipline leads and the staff positions proposed in each discipline;
- b. the proposed construction organization, indicating the responsibilities and structure of the construction staff, down to and including field superintendents and the staff positions proposed under each field superintendent for all shifts; and
- c. the proposed O&M organization, indicating the responsibilities and structure of the O&M staff, down to and including the roadway, bridge and ITS discipline leads for the O&M Work.

The Project Management Plan may be no longer than twenty (20) pages, excluding organization charts and resumes.

1.2. Preliminary Quality Plan

The Technical Proposal shall include a Preliminary Quality Plan that:

- a. Describes the QA/QC program for the Design Work, the QA/QC program for the Construction Work, and how design and construction activities performed by different firms will be coordinated to ensure consistency of quality; and
- b. Describes the Concessionaire's conceptual QA/QC plan for the Operating Period and its approach to developing a quality management system for self-monitoring of quality during the Operating Period.

QA/QC organization charts (on 11"x17" sheets) shall be provided separately for the Design Work, the Construction Work and the O&M Work, clearly defining to whom the QA/QC staff shall report within the Proposer's organization. The Proposer shall provide resumes (maximum of two 8-1/2" x 11" pages) for all key QA/QC personnel.

The narrative for the Preliminary Quality Plan should describe the roles and responsibilities of key QA/QC personnel during each phase of the Project to ensure

quality design, construction, operations and maintenance, and describe the inter-relationship and relative authority within the Proposer's organization of QA/QC staff and design, construction, operations and maintenance staff. The Proposer shall identify in the Preliminary Quality Plan the independent engineering firm and its key personnel responsible for Category 2 bridge peer reviews (as described in Volume II, Division II, Section 2.I.1.c).

The Preliminary Quality Plan shall be considered a draft document for the purpose of conveying the overall philosophy of the Proposer regarding QA/QC, and shall be expanded and/or amended prior to implementation on the Project.

The Preliminary Quality Plan may be no longer than twenty (20) pages, excluding organization charts and resumes.

1.3. Project Schedule and Construction Phasing/Sequencing Plan

Project Schedule

The Technical Proposal shall include a logic-based Critical Path Method (CPM) project schedule in Primavera format for the Work to be performed from the Effective Date up to and including Substantial Completion ("Project Schedule"). The date identified for the commencement of the Construction Work in the Proposer's Project Schedule shall be no later than the Construction Commencement Deadline. The date identified for Substantial Completion in the Proposer's Project Schedule shall be no earlier than the Early Completion Date. The Proposers shall fill out the information requested in the Major Construction Activities Completion Chart (Appendix D, Form H) and provide it as an attachment to the Project Schedule.

The Project Schedule shall clearly illustrate the timing, sequencing and interim substantial completion dates for all major permitting, design and construction activities, including the Interim Milestone Works identified in Form H and any other congestion relief construction milestones identified by the Proposer.

The Project Schedule submittal shall include, at a minimum, a narrative regarding the assumptions used in preparing the schedule, including: restraints, critical path activities, activities requiring night work, plans review activities (including a description of the proposed component submittal process as described in Volume II, Division II, Section 2.I.1.d), workshop and partnering activities, activities that include contingencies, holidays and other non-work days, potential problem areas, permits, utility relocations and required coordination.

Construction Phasing / Sequencing Plan

The Construction Phasing/Sequencing Plan shall be consistent with the master traffic control plan in the Proposer's Preliminary Corridor Master Plan Submittal and shall

include any proposed segmentation of the Project. The Construction Phasing/Sequencing Plan shall describe the timing and phasing of construction for drainage conveyance to on-site and off-site facilities, the timing and duration of temporary closures for the University Drive flyover ramps, utility relocations and the accommodation of the work restrictions described in Volume II, Division II, Sections 3.L and 3.R.

The Construction Phasing/Sequencing Plan shall also provide information regarding traffic management for I-595, Florida's Turnpike, SR 84, ramps and crossroads, maintenance of access and egress during all phases of construction, indicate proposed use of properties for staging and laydown activities, and identify potential problem areas.

The Project Schedule and Construction Phasing / Sequencing Plan submittal may be no longer than twenty five (25) pages, excluding the Primavera schedule and the Major Construction Activities Completion Chart (Appendix D, Form H). The Project Schedule shall also be provided electronically in Primavera format. The Project Schedule shall be organized by the following activity codes and values:

Location

- Direct Connect to Turnpike
- Express Lanes
- I-595 General Purpose and Auxiliary Lanes
- Ramps
- SFWMD NNRC Canal Right-of-Way
- SR 84
- Turnpike Interchange
- University Drive Interchange
- Miscellaneous

Area

- Design and Permitting
- Construction

Work

- Roadway
- Drainage
- ITS
- Sound Barriers
- Retaining Walls
- Bulkheads
- "I" Girder Bridges
- Box Girder Bridges
- Slab Bridges

- Signing and Marking
- MOT and Temporary Works
- Miscellaneous

In addition to the required activity codes and values above, the Proposer may use additional measures to organize the Project Schedule.

1.4. Environmental Compliance Plan

The Technical Proposal shall include an Environmental Compliance Plan that describes how the Proposer will comply with applicable NEPA commitments and environmental and permitting commitments and requirements during performance of the Design Work, Construction Work and O&M Work. The Environmental Compliance Plan shall:

- a. identify the key personnel to be responsible for environmental permitting, NEPA compliance and the handling of contaminated materials;
- b. delineate how requirements and commitments described in the various Technical Volumes (as well as any additional requirements and commitments that may arise during the Construction Period and Operating Period), will be identified and tracked, and how the Proposer intends to verify that these requirements and commitments have been met; and
- c. identify mitigation plans to be developed for environmentally sensitive aspects of the Work, addressing potential Work activities related to the natural environment, cultural and historic resources, and the physical environment, including the handling, transportation and disposal of undesirable, contaminated and/or hazardous materials encountered throughout the Term.

The Environmental Compliance Plan may be no longer than twenty (20) pages.

2. Preliminary Corridor Master Plan Submittal

The Technical Proposal shall include a Preliminary Corridor Master Plan Submittal. All Preliminary Corridor Master Plan Submittal documents shall be produced in accordance with the submittal requirements in Appendix E-1. The Preliminary Corridor Master Plan Submittal shall represent a level of design sufficient to enable a thorough evaluation of Proposer design concepts, shall address all elements of the proposed design, and shall be consistent with the requirements of the Technical Volumes.

The Proposer shall submit a completed Preliminary Corridor Master Plan Submittal Overview, (Appendix D, Form I). The Proposer shall also provide a narrative that further describes the key features and innovative aspects of the Proposer's design concept, and the proposed modifications to the Indicative Preliminary Design associated with each concept component (A-E below).

The Preliminary Corridor Master Plan Submittal shall contain, at a minimum, the elements listed below. Where appropriate, the elements of the submittal shall incorporate the Proposer's approach to aesthetic features, which shall be consistent with the requirements set forth in Volume II, Division II, Section 3.J.

A) ***Roadway Concept***

Line & Grade

- Project limits
- Horizontal roadway alignment with mathematized baseline/centerline stationed at 100 feet for all roadways that require profile design including, but not limited to, I-595, Express Lanes, SR 84, Florida's Turnpike and ramps
- Preliminary transit, including foundation footprint dimensions
- Greenways alignments
- Baseline bearing data and curve data
- Existing and proposed right-of-way lines, including any additional right-of-way needs identified
- Traffic flow arrows per lane
- Lane, shoulder, transitions and sidewalk dimensions
- For guide signs structures, CMS and DMS sign structures, and signalization poles, include footprints and foundations dimensions in the roadway design files, roll plots and plans
- Begin and end approach slab, begin and end bridge, and centerline intermediate bridge pier stations
- Begin and end retaining wall, bulkhead wall and sound barrier wall stations and offsets
- Connections to existing roadways and utility provisions
- Typical roadway cross-sections, including right-of-way lines and special features (at 500 foot intervals)
- Critical roadway cross-sections, including right-of-way lines and special features
- Typical sections for I-595, Express Lanes, SR 84, Florida's Turnpike and ramps. The typical sections shall be submitted in two packages: one for District 4 typical sections and one for FTE typical sections.
- Pavement designs for I-595, Express Lanes, SR 84, Florida's Turnpike and ramps. The pavement design(s) shall be submitted in two packages: one for the Florida's Turnpike mainline and the other for the remaining roadways.
- Design exceptions / variations package. The design exceptions / variations shall be submitted in two packages: one for District 4 design exceptions / variations and the other for FTE design exceptions / variations. Attached to this package shall be a completed copy of the Design Exceptions / Design Variations Table provided in Appendix D, Form P.

- Profiles of all roadways with grades, curve data, superelevation transitions, existing ground, bridge elevation view, and major controlling utilities
- Critical profile controls and clearances
- Separate sub-packages for each of the following potential construction projects not covered by the Agreement (FDOT will not use this information to design and construct the potential projects without the prior consent of the Proposer):
 - As a separate sub-package, include a concept plan view integrating a future two-lane median direct connection of the Express Lanes to the median of I-75 south of the I-595 / I-75 interchange. The plan view shall illustrate how the Proposer will minimize throwaway construction, with emphasis on minimizing reconstruction of the proposed I-595 bridges and walls. The sub-package shall include a summary of any anticipated challenges in the implementation of the concept and the anticipated roadway / bridge reconstruction requirements.
 - As a separate sub-package, include a concept plan view for the integration of a future I-595 / University Drive interchange with the Express Lanes bridge over University Drive expanded to a four-lane divided section and a minimum total bridge width of 81'-1." The plan view shall illustrate adherence to required horizontal and vertical clearances without further modification to any proposed structures. The sub-package shall include a summary of any anticipated challenges in the implementation of the concept, and any anticipated reconstruction requirements.

Master Traffic Control Plan

- Master traffic control plan showing major phases of the Work
- Phase typical sections
- Phase notes and sequence of work activities including but not limited to: utility relocations, specialized equipment needs, falsework
- Detours
- Any unique sub-phases required to handle unique construction practices
- ITMS

Drainage

- Drainage map, including stormwater management facilities, drainage divides and ground elevations, drainage areas and flow directions, major conveyance structures, culverts and existing structures and pipes. For purposes of the Preliminary Corridor Master Plan Submittal, "major conveyance structures" include, but are not limited to, all storm drains and/or cross drains (pipe culverts, box culverts, and bridges) necessary to convey stormwater runoff to the stormwater management facilities and/or receiving waterbodies. If pump stations are required to adequately convey stormwater runoff to the

stormwater management facilities and/or receiving waterbodies, and/or to provide the required hydraulic level of service as defined in the FDOT Drainage Manual, then such major conveyance structures shall also include pump stations.

- Storm tabulations (using ASAD software) for all closed drainage systems proposed to discharge into stormwater management ponds or rock pits.
- Water quality calculations, water quantity calculations, flood routing and modeling inputs and results (using ICPRv3 software), for the proposed exfiltration trench system within Basin 2 (as defined in the Stormwater Management Facility Design Evaluation Report).

Utilities

- Utility conflict matrix and conceptual utilities relocation plan that tie to the phasing of the Construction Work

B) *Structures Concept: Bridges, Retaining Walls, Sound Barrier Walls and Bulkhead Walls*

For the following 30% structure submittals, Proposers cannot submit the same set of 30% plans to satisfy more than one of the required 30% submittals below.

- 30% structure plans as outlined in Section 26.9.10 of the *Plans Preparation Manual* for at least one Category 2 braided ramp, excluding (a) wall control drawings, (b) bridge hydraulics recommendation sheet and (c) report of core borings. For the remaining braided ramps, provide a typical section showing foundation (type, number, size, and depth), substructure, and superstructure dimensions, types, sizes, and spacings.
- 30% structure plans as outlined in Section 26.9.10 of the *Plans Preparation Manual* for at least one mainline express lanes bridge over a crossroad, excluding (a) wall control drawings, (b) bridge hydraulics recommendation sheet and (c) report of core borings. For the remaining mainline express lanes bridges, provide a typical section showing foundation (type, number, size, and depth), substructure, and superstructure dimensions, types, sizes, and spacings.
- 30% structure plans as outlined in Section 26.9.10 of the *Plans Preparation Manual* for at least one mainline general purpose lanes bridge widening (if applicable) over a crossroad, excluding (a) wall control drawings, (b) bridge hydraulics recommendation sheet and (c) report of core borings. For the remaining mainline general purpose lanes bridge widenings, provide a typical section showing foundation (type, number, size, and depth), substructure, and superstructure dimensions, types, sizes, and spacings.
- 30% structure plans as outlined in Section 26.9.10 of the *Plans Preparation Manual* for at least one mainline general purpose lanes bridge replacement (if applicable) over a crossroad, excluding (a) wall control drawings, (b) bridge hydraulics recommendation sheet and (c) report of core borings. For the remaining mainline general purpose lanes bridge replacements, provide a

- typical section showing foundation (type, number, size, and depth), substructure, and superstructure dimensions, types, sizes, and spacings.
- 30% structure plans as outlined in Section 26.9.10 of the *Plans Preparation Manual* for at least one bypass lane bridge (either Ramp E-2, Ramp I or Ramp K-2), excluding (a) wall control drawings, (b) bridge hydraulics recommendation sheet and (c) report of core borings. For the remaining bypass lane bridges, provide a typical section showing foundation (type, number, size, and depth), substructure, and superstructure dimensions, types, sizes, and spacings.
 - 30% structure plans as outlined in Section 26.9.10 of the *Plans Preparation Manual* for all proposed bridges at the University Drive Interchange, excluding (a) wall control drawings, (b) bridge hydraulics recommendation sheet and (c) report of core borings.
 - 30% structure plans as outlined in Section 26.9.10 of the *Plans Preparation Manual* for the proposed bridge at Ramp R-7, excluding (a) wall control drawings, (b) bridge hydraulics recommendation sheet and (c) report of core borings.

In addition, Proposers shall submit the following information:

- Typical superstructure cross section at each crossing road showing the existing condition, each construction phase, and the final condition. All bridges at the crossing road are to be shown in one section to show the inter-relationship between the bridges. The cross section shall show as a minimum lanes, shoulders, railings, walls, slab, and beams.
- Table of minimum vertical clearances to be provided at each bridge that lists the dimension, location on bridge, and location on crossing road or canal. Plan sheets may be used in combination with or in place of the table.
- Table of minimum horizontal clearances to be provided at each bridge that lists the dimension, the object, and method of shielding if required. Plan sheets may be used in combination with or in place of the table.
- A typical section for each type of wall proposed showing general layout, dimensions or dimension ranges, and materials.
- Identify non-redundant substructures
- Identify fracture critical components
- Special details and/or materials not normally used on FDOT projects
- Approximate volume of bridge debris that will be available to FDOT as a result of the demolition of existing bridges, and an estimated timeframe for the availability of this debris. Refer to the requirements of Section 13.5.2.3 of the FDOT Plans Preparation Manual.

C) ***Signing & Pavement Marking Concept***

- Guide sign, Dynamic Message Sign (DMS) and Changeable Message Sign (CMS) locations with sizes and section and proposed guide sign messages

- Delineation and integration of general purpose and Express Lane signing
- Pavement markings for lanes, shoulders, gores and Express Lane exchange areas
- Additional signing and pavement marking measures to enhance driver awareness approaching and within the I-595 / Florida's Turnpike interchange
- Signal heads placement and support system for signal heads

D) ***Lighting Concept***

- Preliminary lighting design analysis report
- Layout of proposed corridor lighting system (including overhead sign structures)
- Spacing and location of poles
- Proposed luminaires
- Delineation of FDOT District 4 and FTE maintenance jurisdictions
- Integration with existing lighting system, including identification of system service points.

E) ***Specifications***

Proposers shall provide a highlighted specifications workbook and a document containing all of the Technical Special Provisions, with a summary of each provision, that apply to their Technical Proposal. The specifications workbook and Technical Special Provisions shall be consistent with the Technical Requirements. Proposers shall not use the Technical Special Provisions as a means of changing FDOT specifications.

3. Operations and Maintenance

3.1 Operations and Maintenance Plan ("O&M Plan")

The Technical Proposal shall include a summary O&M Plan including, at least:

- a. an overview narrative describing the scope of the O&M Work and the parameters that the Proposer will develop and employ in relation to operating and maintaining the facility during both the Construction Period and the Operating Period;
- b. a list of the key documents that will form the basis of the operations and maintenance program (including the table of contents of each);
- c. a description of the self-monitoring processes, including a list of procedures that will be used to monitor compliance with minimum performance criteria and report adherence to or deviations from the performance criteria for purposes of calculating adjustments to the Monthly Disbursement;

- d. a description of the method of tracking and reporting Noncompliance Points (as defined in Appendix 1 to the Agreement) accumulated during the Operating Period;
- e. a listing of the methods of monitoring and verifying operator compliance with procedures;
- f. a description of the proposed Maintenance Management Information System (MMIS);
- g. a description of the approach to routine maintenance;
- h. a description of the approach to handling the response to accidents and roadway incidents during both the Construction Period and Operating Period, including contaminated and potentially hazardous materials and traffic incident responses of varying severity;
- i. a description of the Proposer's approach and assumptions for Renewal Work and capital equipment replacement, including asset life cycles, which must be consistent with the Renewal Work Reserve proposed and described in the Original Financial Model;
- j. a schedule for planned maintenance activities;
- k. a list of the proposed major facilities (including any off-site storage or maintenance facilities);
- l. a list of vehicles and major equipment proposed to support the O&M Work;
- m. a list of major spare equipment proposed; and
- n. a description of the approach to safety during the Operating Period, including life safety response issues.

The Proposer shall include a handback plan as part of the O&M Plan, which shall consist of a description of the approach to fulfill the Handback Requirements, including at least:

- a. the facility and asset inspections process;
- b. the method of documentation;
- c. the method of determining the asset residual life;
- d. a description of the Renewal Work plan, generally including budgeting, planning and Renewal Work execution information; and
- e. a detailed listing of the requirements the Proposer's lenders will impose in

relation to the Renewal Work Reserve.

The O&M Plan may be no longer than fifty (50) pages.

3.2 System Integration Plan

The Technical Proposal shall include a System Integration Plan describing the approach and philosophy to be used for integrating Project systems. The System Integration Plan shall include:

- a. specifics on how the Proposer plans to integrate the fiber optic communication network subsystem, the Express Lanes Access Control subsystem, the Closed Circuit Television (CCTV) camera traffic monitoring subsystem, the Dynamic Message Sign (DMS) subsystem, the Changeable Message Sign (CMS) subsystem, a Highway Advisory Radio (HAR) subsystem, the Microwave Vehicle Detection Station (MVDS) subsystem, a power backup subsystem, and the FTE Electronic Toll Collection (ETC) subsystem into a single unified interface;
- b. a description of how this unified interface will support the operation of the general purpose and Express Lanes facilities and the self-monitoring/payment mechanism process;
- c. a description of the ITS software and hardware, including integration and compatibility with the existing Sunguide system;
- d. a description of how the Proposer plans to implement the Portable Work Zone System (including CCTV, DMS, MVDS and communication) for the interim ITS / traffic management during all phases of the Construction Work;
- e. Preliminary layout roll plots of fiber optic communication network subsystem, Express Lanes Access Control subsystem, Closed Circuit Television (CCTV) camera traffic monitoring subsystem, Dynamic Message Sign (DMS) subsystem, Changeable Message Sign (CMS) subsystem, Highway Advisory Radio (HAR) subsystem, Microwave Vehicle Detection Station (MVDS) subsystem, power backup subsystem, and the FTE Electronic Toll Collection (ETC) subsystem to illustrate the Proposer's System Integration Plan; and
- f. Preliminary layout roll plots of the ITMS and its integration with the current systems, including the maintenance of all existing ITS features and proposed interim features.

The System Integration Plan may be no longer than twenty (20) pages.

Appendix C

Financial Proposal Submittal Requirements

Proposer shall submit the Financial Proposal information required by this Appendix C to the Escrow Agent as described in ITP Section 4.4, separated and labeled appropriately and organized in accordance with Appendix E.

REQUIRED FINANCIAL INFORMATION

1. MAP Proposal

Contents:

The MAP Proposal shall set forth the Proposer's Maximum Availability Payment (MAP) for the first full Fiscal Year of the Operating Period, and will be stated in July 1, 2008 United States Dollars. This amount will reflect the MAP that FDOT will pay to the Concessionaire prior to any adjustments as provided for in the Agreement. The Proposers shall submit the MAP using the forms provided in Appendix C-2 (MAP Proposal Form).

2. Financial Plan

2.1. Financial Plan Summary (See Appendix C-3)

2.2. Financial Plan Memorandum (See Appendix C-1)

2.3. Financial spreadsheets used in the Original Financial Model including: profit and loss statement, balance sheet, and cashflow statement (See Appendix C-1)

2.4. Original Financial Model (See Appendix C-1)

3. Financial Support Information

3.1. Commitment Letters. The Financial Proposal shall include one or more support letters from its proposed underwriters, monoline insurers or bank lenders confirming their willingness to provide the debt facilities described in the Proposer's financing plan as set forth in the proposed Financial Plan Memorandum and assumed in the Original Financial Model. Such support letters must include evidence of authorization from the Lender's board or credit committee as appropriate, must state clearly which project documents the respective lender has reviewed, which due diligence activities are still ongoing, and must include an anticipated date for Financial Close. Final, conditional or draft term sheets (and/or

agreements) shall also be provided. Where capital market debt is anticipated, the Proposer must provide an indicative credit rating. An excessive number of support letters will not result in a higher rating and should be avoided. The level of commitment expressed in the letters and supporting documentation will be more important than the volume of letters.

3.2. Underwriting Commitments. If the Financial Proposal is fully or partially underwritten, the Financial Proposal shall include documentation describing the nature and extent of the applicable funding commitments, including all contingencies or conditions precedent to funding.

3.3. Evidence of Financial Commitments. The Financial Proposal shall include written documentation of action taken by each Equity Member's board to commit its share of the necessary equity or contingent equity commitments evidenced by corporate board resolutions and other actions. Where equity bridge loans or Equity Members Debt are to be provided, the Financial Proposal shall include lender commitments.

3.4. Credit Spread Certification. The Financial Proposal shall include a written certification from the Proposer and each of its arranging lenders, monoline insurers and underwriters stating the value of the credit spread assumed in the Financial Plan and certifying that the assumed amount is consistent with prevailing competitive market conditions. Attached to this certification shall be market evidence supporting the credit spread assumed in the Financial Model (this evidence shall document credit spread data for comparable transactions closed in the past 60 days).

4. Miscellaneous

4.1. Updated Financial Statements. The Financial Proposal shall include an electronic link to the updated financial statements from the financial statements the Proposer provided with its SOQ. Alternatively, for entities that are not publicly traded, the Financial Proposal may provide CDs with electronic copies of the updated financial statements in lieu of providing an electronic link.

4.2. Chief Financial Officer Certification / Material Change Disclosure. The Financial Proposal shall include a certification from the Chief Financial Officer of the parent company of each Equity Member that there has been no material change in the Equity Member's financial condition (e.g., a rating downgrade) or corporate form (i.e., significant mergers, acquisitions, reorganizations, etc.) or market capitalization since the SOQ submission. Additionally, if the parent company (at any tier) of any of the Equity Members has provided its financial statements or a guarantee as

part of the SOQ, then that parent company shall include a certification from its Chief Financial Officer that there has been no material change in the parent company's financial condition or corporate form since the SOQ submission. If there has been a material change to the Equity Member or its parent company (as applicable), in lieu of providing a certification, the Proposer shall instead fully disclose the nature of the change.

4.3. Schedule of Values. The Financial Proposal shall include the Schedule of Values prepared by the Concessionaire, utilizing the form provided in Appendix D, Form F to the ITP. The Schedule of Values shall be consistent with corresponding amounts included in the Original Financial Model.

4.4. Electronic Copy of Original Financial Model (See Appendix C-1).

Appendix C-1

Financial Plan

1. Requirements

- 1.1. The Financial Proposal shall include financial projections in the form of a detailed Original Financial Model. Each copy of the Financial Proposal must include a print-out of the Original Financial Model and electronic copies in both PDF and MS Excel 2007 (English United States)-compatible formats. The electronic copies may be provided on CD-ROM, DVD or another universally acceptable storage medium readily accessible by a standard PC.
- 1.2. Financial information submitted by Proposers must be as internally consistent and transparent as possible in order to facilitate its evaluation. Proposers must follow standard accounting practices in the preparation of the Financial Plan and in the construction of the Original Financial Model.
- 1.3. The information in the Original Financial Model and the Financial Plan must be displayed on at least a quarterly, Fiscal Year basis (quarters beginning on July 1, October 1, January 1 and April 1) during the Construction Period and on an annual, Fiscal Year basis during the Operating Period.
- 1.4. Proposers shall provide sufficient information and instruction regarding the operation of the Original Financial Model (a model data book) to ensure that FDOT will be able to read, use and modify the data contained therein and to allow FDOT to conduct a detailed sensitivity analysis. If any part of the Original Financial Model, including macros, is password protected, said password shall be provided to FDOT.
- 1.5. Proposers shall submit with the Financial Proposal a detailed explanatory memo providing key financial assumptions, the sources which constitute the basis of these assumptions and/or arguments about the adopted options for the construction of the Original Financial Model and the execution of any related sensitivity analysis (see Section 5 of Appendix C-1).
- 1.6. The Proposers' Financial Plan must assume at all times a level of Committed Investment and equity shares held by the Equity Members that meet the requirements in Section 14.2 of the Agreement.
- 1.7. Proposers shall submit a Financial Plan Summary, using the forms provided in Section C-3 of this Appendix. All data stated in the Financial Plan Summary must be generated by the Original Financial Model, except for the financial terms and conditions in Table 4.2 provided in Appendix C-3, the data for which will come from the lenders' terms and conditions sheets.
- 1.8. All monetary figures will be expressed in inflated/year of expenditure dollars, assuming an annual rate of inflation equal to 2.75%. All annual figures for the MAP shall be indexed for inflation according to the formula in Section 1.1

of Appendix 6 to the Agreement. The Proposal shall use an annual CPI inflation forecast of 2.75%, to make this calculation. All other monetary figures will be expressed in inflated/year of expenditure dollars, assuming an annual rate of inflation equal to 2.75%.

- 1.9. NOTE: The Original Financial Model shall be audited by an independent audit firm satisfactory to FDOT (at the Proposer's sole expense) prior to execution of the Agreement. The audit of the Original Financial Model for this purpose may be the same as the one required by the lenders. Copies of the audit reports shall be addressed to FDOT. Any amendment required by the independent audit will be implemented without any change to the MAP. Any such amendments will be included in Appendix 2 to the Agreement ("Concessionaire's Proposal Commitments").

2. FINANCIAL MODEL STRUCTURE & CONTENTS

- 2.1. The Original Financial Model shall clearly display the Proposer's assumptions regarding the following:

- (a) Macroeconomic assumptions;
- (b) Financial assumptions, including benchmark rate and credit spread assumptions for applicable maturities within each debt structure;
- (c) Description of the type of debt – bank loans, capital market securities, Private Activity Bonds, TIFIA, credit enhancements, use of swaps or synthetic structures, etc.
- (d) Insurance related payments, to include deductible levels, premiums (the premium paid for each insurance policy shall be separately identified) and expected tax payments for each coverage;
- (e) Legal & tax procedures and data;
- (f) All sources of revenue;
- (g) Capital Expenditures and Renewal Work expenditures, including allowances for hand back requirements;
- (h) Operating and maintenance costs; and
- (i) Committed Investment recovery policy.

- 2.2. The main outputs of the Original Financial Model shall include:

- (a) Project Internal Rate of Return (PIRR);
- (b) Committed Investment Cash Flow and Original Equity IRR;
- (c) Financial leverage;
- (d) Annual and average Debt Service Coverage Ratio (DSCR);
- (e) Annual and average Project Life Coverage Ratio (PLCR),

- (f) Annual and average Loan Life Coverage Ratio (LLCR)
 - (g) Year of first equity recovery; and
 - (h) A debt service schedule, clearly indicating debt outstanding, principal and interest payments.
- 2.3. The Original Financial Model and the Financial Plan shall include the following worksheets:
- (a) Balance Sheet;
 - (b) Profit & Loss Statement;
 - (c) Cash Flow Statement;
 - (d) Financing terms and conditions chart;
 - (e) Capital Expenditures and Renewal Work;
 - (f) Forecast of sources and uses of funds during the Construction Period as described in Appendix C-1, Section 5.1;
 - (g) Operating cash flow forecast as described in Appendix C-1, Section 5.3; and
 - (h) Sensitivity Analysis as described in Appendix C-1, Section 3.

3. SENSITIVITY ANALYSIS

Proposers shall include a sensitivity analysis that tests the strength of the proposed Financial Plan and that includes the following:

For the variables listed below, Proposers shall present the effect of these variations on both the expected Original Equity IRR and on the minimum and average DSCR. For these calculations, the Proposer is to solve the Original Financial Model to achieve the highest Original Equity IRR while the MAP is maintained and the debt covenants established in the Funding Agreements are not violated.

1. Operational expenditures: $\pm 10\%$ and $\pm 20\%$ of ordinary maintenance;
2. Renewal Work: $+20\%$ and -20% of Renewal Work (in every year when the Proposer projects Renewal Work);
3. Project completion schedule: 6 months and 12 months of delay in scheduled Substantial Completion and 3 months and 6 months in advance of achieving Substantial Completion;
4. Projected Availability Payments: -5% and -10% of the expected Availability Payments earned as proposed in the Financial Plan;

5. At least two scenarios involving combinations of both condition 1 and condition 4, and two "worst case scenario" or "break even scenarios" (e.g. maximum decrease in payment earned before entering in default);

For the following variables, Proposers shall present the effect of these variations on the expected Original Equity IRR and on the minimum and average DSCR by solving the Original Financial Model to achieve the highest Original Equity IRR, while the MAP is maintained and the debt covenants established in the Funding Agreements are not violated. In addition, the Proposers are to solve the Original Financial Model to determine the lowest corresponding MAP increase necessary (if any) to restore the Original Equity IRR and ensure the minimum prevailing debt covenants established in the Funding Agreements are not violated.

6. Benchmark Interest Rate fluctuation (from 10 business days prior to the Proposal Due Date to Financial Close): the effects of a decline in all Benchmark Interest Rates (i.e., a parallel shift) in 10 basis point intervals to -100 basis points, and an increase in all Benchmark Interest Rates in 10 basis point intervals to +100 basis points (as explained in ITP Section 6.6);
7. Increases in Capital Expenditures and Construction Period O&M Expenditures due to Relief Events (without considering time delay implications, missed Availability Payments, payment adjustments or other financial implications related to those direct cost increases): both 5% and 10% increases;
8. At least two scenarios involving unique combinations of condition #3 and condition #7;
9. Base Interest Rate fluctuation (after Financial Close): the effects of a permanent change of -50 basis points, +50 basis points, +100 basis points, and +150 basis points in all rates (i.e., a parallel shift) (as explained in ITP Section 6.6);
10. CPI fluctuation (after the Effective Date): the effects of a permanent change of -50 basis points, +50 basis points, +100 basis points, -100 basis points;
11. Credit spread fluctuation (from Proposal Due Date to Financial Close): the effects of a decline in all credit spreads (i.e., a parallel shift) in 10 basis point intervals to -100 basis points, and an increase in credit spreads in 10 basis point intervals to +100 basis points; and
12. If the MAP quoted in Appendix C-2 (MAP Proposal Form) is above the MAP Threshold, the Proposer shall calculate a sensitivity that shows the Reserve Funds needed to decrease the MAP down to the MAP Threshold. The Proposer shall solve the Original Financial Model so as to use the lowest total nominal amount of Reserve Funds necessary to offset the reduction in MAP, while

maintaining the Original Equity IRR and not violating the minimum prevailing debt covenants established in the Funding Agreements. The Proposer shall detail the changes/additions to the Final Acceptance Payments that would result from this adjustment. If the use of the full amount of the Reserve Funds is insufficient to decrease the MAP below the MAP Threshold, the Proposer shall solve the Original Financial Model to achieve the lowest possible MAP by using the full amount of the Reserve Funds, while maintaining the Original Equity IRR and not violating the minimum prevailing debt covenants established in the Funding Agreements.

4. REQUIREMENTS FOR CONSTRUCTING THE FINANCIAL MODEL

- 4.1. Uses of funds during construction and major maintenance expenditures during the entire Term shall be clearly identified. Proposers shall also indicate the forecasted reserve accounts for maintenance (ordinary and major maintenance and hand back) of the Operating Period O&M Limits using Table 4.4 provided in Appendix C-3;
 - "Uses of funds" means the cost of a capital nature incurred by the Concessionaire prior to the Final Acceptance Date and including all amounts payable by the Concessionaire under the design-build contract(s) and any development cost or fees, including fees associated with the placement of equity or debt, credit enhancements, interest during construction, legal, accounting, and another professional advisory fees and any other cost incurred by the Concessionaire up to achieving Final Acceptance.
- 4.2. The Original Financial Model shall include the sources and uses of funds in the reserve accounts established for performance of the Renewal Work and to meet the Handback Requirements. Sources of funds may include shareholders' Committed Investment, capital market debt, private lenders' senior and/or mezzanine debt, bridge loans or other finance sources considered.
- 4.3. Projections in accounting statements (balance sheet and profit and loss statement) must be stated in accordance with existing United States and Florida tax regulations.
- 4.4. The Original Financial Model shall clearly reflect, at a minimum, the following concepts:
 - (a) "Project cash flows," which shall be calculated as expected Availability Payments, plus the Final Acceptance Payments, minus uses of funds during the Construction Period excluding financing costs and fees, minus operations and routine maintenance costs, minus insurance costs, minus general and administration costs, minus Renewal Work costs, plus net draws on cash-funded reserves and/or letters of credit, minus cash taxes; and

- (b) Committed Investment Cash Flow.
- 4.5. The Original Financial Model shall be able to separately accommodate interest rates and credit spread inputs for each and every benchmark(s) and term(s) used in the Financial Plan (differentiating inputs for each debt instrument, if applicable). The Original Financial Model must be able to be solved with multiple term structures.

5. FINANCIAL PLAN MEMORANDUM

The Financial Proposal shall include a Financial Plan Memorandum that contains the following items:

- 5.1. A quarterly and annual cash flow forecast on a Fiscal Year basis of the sources and uses of funds during the Construction Period using Tables 1.a and 1.b provided in Appendix C-3.
- 5.2. Project Costs net of amortizations during the Operating Period on a Fiscal Year basis, using Table 2 provided in Appendix C-3 and calculating the amortizations.
- 5.3. A waterfall cash flow forecast during the Operating Period on a Fiscal Year basis using Table 3 provided in Appendix C-3 and including the following line items (if applicable):
 - (a) expected Availability Payment (that is, the MAP less estimated payment adjustments) and the Final Acceptance Payments, costs including general and administration, technical assistance contracts, electricity and other utilities, pavement maintenance, ITS maintenance, other equipment (including signalization) maintenance, personnel, supplies and consumables, insurance premiums paid during the Term, cash taxes, etc.;
 - (b) Renewal Work expenditures incurred by the Concessionaire after Final Acceptance, including those incurred during the last three (3) years of the Term related to the Handback Requirements;
 - (c) Draws on and deposits to cash-funded reserves and/or draws on letters of credit related to O&M Work, Renewal Work, and the Handback Requirements.
 - (d) Interest income;
 - (e) Draws on a cash-funded debt service reserve fund or letter of credit (if applicable);
 - (f) Interest expense;
 - (g) Principal repayment;
 - (h) Net cash flow from swaps or other derivatives;
 - (i) Finance-related fees, including hedging expenses, letter of credit fees,

monoline fees, administrative agent and paying agent fees, commitment fees, conduit issue fees, and other financing costs and fees;

- (j) Deposits to a cash-funded debt service reserve fund, interest on letters of credit, and credit payback on letters of credit;
- (k) Equity Member Debt service payments, dividends, and equity repayments; and
- (l) Cash flow not distributed.

5.4. A narrative that explains the assumptions used to generate the cash flow forecasts provided in response to Sections 5.1 through 5.3 of this Appendix C-1, including:

- a. State and federal tax rates and revenue and expense recognition policies assumed;
- b. In relation to its own resources, Proposer shall:
 - i. Describe its approach to investing equity during construction and, if applicable, reducing it upon completion;
 - ii. Provide its net profit distribution policy, including distributions arising from re-financing of debt or tax-related lease transactions;
 - iii. State dividend restrictions assumed (if any) based on lender requirements, corporate law, U.S. GAAP, etc.;
- c. In relation to senior and/or mezzanine debt, Proposers shall:
 - i. List the financing sources that are intended for use in Table 4.2 provided in Appendix C-3;
 - ii. State the maximum financial leverage (debt-to-equity) ratio allowed by lenders as well as the leverage ratio that applies to the Original Financial Model (defined as the ratio of long-term debt to total long-term capital) using Table 1.c provided in Appendix C-3.
 - iii. State the cost of debt (including details of credit spread assumptions and all other related fees) and, if used, credit enhancements and hedging instruments that will be applied;
 - iv. Declare the mezzanine financing that the Proposer anticipates using and its terms;
 - v. Explain the amount, terms and conditions of any bridge loan financing anticipated, including specifically any short term loan to finance the Final Acceptance Payments;
 - vi. Describe the reserve accounts that Proposer will create as a

lender requirement, or to ensure compliance with maintenance, capital replacement and renewal, and Handback Requirements, and provide an annual cash flow forecast on a Fiscal Year basis using Table 4.4 provided in Appendix C-3.

- d. Estimate of the annual and average Debt Service Coverage Ratio (DSCR), using Table 4.3 provided in Appendix C-3, which will be annually calculated as A/B , where
 - i. A = cash available for debt service in each period, and
 - ii. B = all debt service payable in each period, including the repayments of principal and interest due, net of hedging costs during the period and other financial costs such as commissions and fees.
- e. Estimate of the annual and average Project Life Coverage Ratio (PLCR), using Table 4.3 provided in Appendix C-3, which will be annually calculated as A/B , where
 - i. A = the aggregate of the net present value of future available cash for debt service at any time, calculated using a discount rate equal to the weighted average cost of debt applicable at this specific period on all outstanding senior debt, and
 - ii. B = the aggregate of the remaining principal obligations of the senior debt (including any interest accruals added to the principal amounts due) minus the balance of the debt service reserve account for the remaining portion of the term of the Agreement.
- f. Estimate of the annual and average Loan Life Coverage Ratio (LLCR), using Table 4.3 provided in Appendix C-3, which will be annually calculated as A/B , where
 - i. A = the aggregate of the net present value of future available cash for debt service during the remaining debt term, calculated using a discount rate equal to the weighted average cost of debt applicable at this specific period on all outstanding senior debt, and
 - ii. B = the aggregate of the remaining principal obligations of the senior debt (including any interest accruals added to the principal amounts due) minus the balance of any reserve account dedicated to debt repayment for the remaining portion of the term of the Agreement.
- g. Estimate of the Project Internal Rate of Return and the Original Equity IRR.

5.5. Sensitivity analysis, as described in Section 3 of this Appendix C-1.

- 5.6. A description of the actions the Proposer has taken and planned to ensure that Financial Close will occur no more than 180 days after FDOT's execution of the Agreement. The Proposer should provide term-sheets and/or letters of support from the financial institutions supporting this analysis.
- 5.7. A description of the interest rate hedging approach and the risk strategy with respect to inflation (if any). The discussion should include measures the Proposer will take that it anticipates will minimize FDOT's exposure to interest rate changes during the period between 10 business days prior to the Proposal Due Date and Financial Close.
- 5.8. Any other information related to the Financial Plan which the Proposer may consider valuable for offering FDOT a better understanding of the Financial Proposal.

Appendix C-2

MAP Proposal Form

REFERENCE: I-595 Corridor Roadway Improvements Project

PROPOSER [data]

Maximum Availability Payment for the first year of the Operating Period, stated in July 1, 2008 US\$ (to be indexed in accordance with the Agreement):

[Indicate amount in US\$ in numbers and words written by hand]

If there is a discrepancy between the amount indicated in numbers and the amount indicated in words, the lower amount will be the Maximum Availability Payment amount proposed.

We recognize and accept that if the MAP stated above exceeds the MAP Threshold of \$71,000,000, FDOT reserves its rights under ITP Section 6.2 regarding the MAP proposals.

Yours sincerely,

[Place & Date]
[Name of Authorized Representative]
[Position]
[Company]

Appendix C-3

Financial Plan Summary

CONSORTIUM NAME:

1. SOURCES & USES OF FUNDS DURING CONSTRUCTION¹

1.a. USES OF FUNDS²

	2009	2010	2011	2012	2013	...	Total
A. Capital Expenditures							
B. Construction Period O&M Expenditures							
C. Cash taxes							
D. Insurance							
E. Interest							
F. Debt Principal Repayment							
G. Reserves accounts funding amounts							
H. Other investments ³							
I. TOTAL (I = A+B+C+D+E+F+G+H)⁴							

¹ All data stated in this summary must come from the Original Financial Model, except for financial term description chart, which data will come from the lenders' terms & conditions sheets. All data should be in inflated dollars (base reference date: July 1, 2008). Tables 1.a and 1.b must be provided on a quarterly and annual, Fiscal Year basis per Section 5.1 of Appendix C-1.

² As stated in the Original Financial Model, according to definition in Section 4.1 of Appendix C-1 (data in gross amounts, inflated dollars) excluding sales tax

³ Other investments such as legal, accounting and other advisory fees, SPV operating cost and any other necessary development costs.

⁴ Total quarterly, annual, and accrued uses figures must equal total quarterly, annual, and accrued sources figures, respectively.

1.b SOURCES OF FUNDS

	2009	2010	2011	2012	2013	...	Total
J. Committed Investment (J=K+L)							
K. Equity contributions							
L. Equity Member Debt contributions							
M. Equity over Total Committed Investment (M=K/J)							
N. Committed Investment % (N=J/(A+B)) ⁵							
O. Senior debt							
P. Other subordinated debt							
Q. Interest income during construction ⁶							
R. Final Acceptance Payments debt							
S. Others ⁷							
T. TOTAL (T=J+O+P+Q+R+S=I)							

⁵ At least 5%

⁶ Interest income, including that earned on unutilized bond proceeds

⁷ Additional sources/funds not stated in letters J, O, P, Q or R

1.b.1. COMMITTED INVESTMENT ANALYSIS /DESCRIPTION

Firm / Consortium member	Equity investment		Equity Member Debt		Total Committed Investment	
	U. Amount	% over Total Equity	V. Amount	% over Total Equity Member Debt	W. Amount (W=U+V)	% over total Committed Investment
TOTAL		100%		100%		100%

1.c MAXIMUM FINANCIAL LEVERAGE DURING CONSTRUCTION

	2009	2010	2011	2012	2013	...	n ⁸
Long-Term Debt (O+P)							
Long-Term Capital (J+O+P)							
FINANCIAL LEVERAGE (O+P)/(J+O+P)							

⁸ Add here the figures of the year with the maximum financial leverage (including Operating Period)

2. PROJECT COSTS NET OF AMORTIZATION

A. Total Project Costs incurred during Construction¹

B. Annual Amortization (B=A/(Term - Construction Period))

Calculation of Unamortized Project Costs during Operations

C. Operating Year (Fiscal Year basis)	D. Project Costs (D=A)	E. Cumulative Amortization [E=B*(C-2012)]	F. Unamortized Project Costs (F=D-E)
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			

¹ Project Costs are as defined in ITP Section 1.3, and only include costs incurred during construction.

3.a OPERATING CASH FLOW

Fiscal Year (July 1 - June 30)	2013	2014	2015	2016	2017	2018	2019	...
Maximum Availability Payments Less: expected deductions Expected Availability Payments Less: operations and routine maintenance Less: insurance costs (each insurance premium to be separately identified) Less: general and administration costs Less: Renewal Work Plus: draws on / (less: deposits to) cash-funded reserves / letters of credit ¹ Sub-total <i>Sub-total as % of expected Availability Payments</i> Plus: Final Acceptance Payments Less: cash taxes								
Project cash flow during operations								
Plus: interest income Plus: draws on cash-funded debt service reserve / letter of credit Less: interest expense Less: principal amortization Debt service Less/Plus: net cash flow from swaps or other derivatives Less: financing fees Net financial costs and fees								

Cash available after debt service	
Less: deposits to cash-funded debt service reserve Less: interest on letters of credit payback Less: credit payback of letters of credit	
Cash flow available for shareholders	
Less: Equity Member Debt service payments Less: dividends Less: equity repayments	
Cash flow not distributed	

3.b Project Revenue Allocation¹

Year ²	Payments Summary (in Nominal Dollars)			Revenue Allocation (in Nominal Dollars)			
	A. Availability Payments Anticipated ³	B. Final Acceptance Payments Anticipated	C. Total Revenue from Anticipated Payments (C = A + B)	D. Design and Construction Revenue	E. Financing Revenue	F. Operations and Maintenance Revenue	E. Confirm Total Revenue (G = (D + E + F) = C)
2012							
2013							
2014							
2015							
2016							
2017							
2018							
2019							
2020							
2021							
2022							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							

2035							
2036							
2037							
2038							
2039							
2040							
2041							
2042							
2043							
2044							
Summary Totals (enter the sum of each column)							

¹ Notwithstanding anything to the contrary, the information requested and provided in this table does not change the unitary nature of the MAP provided by the Proposers in the MAP Proposal Form (Appendix C-2).

² Bidder may elect to complete this chart on a quarterly basis instead of yearly if it so chooses.

³ Use same CPI assumption as in the Original Financial Model and as set forth in Section 1.9 of Appendix C-1 of this ITP

4. FINANCING DATA

4.1 KEY FINANCING DATA

NPV of Project Cash Flows	
Project IRR	
Equity IRR	
Minimum DSCR	
Average DSCR	
Minimum PLCR	
Average PLCR	
Minimum LLCR	
Average LLCR	

4.2 DESCRIPTION OF FINANCING SOURCES AS STATED IN LENDERS' TERM AND CONDITIONS SHEETS

Debt type ¹	Amount	Base rate ²	Spread	Up front fees	Debt term	Grace Period

¹ Senior debt, bonds, mezzanine debt, etc.

² Include the reference base rate for the variable part of interest, if applicable (e.g., LIBOR, MMD, BMA) and fixed rate, if hedged (e.g. 5.2%).

4.3 COVERAGE RATIOS

Fiscal Year	2012	2013	2014	2015	2016	2017	...
Cash Available for Debt Service							
Total Debt Service and Fees							
Debt Service Coverage Ratio (DSCR)							
<i>Minimum DSCR</i>							
<i>Average DSCR</i>							
Cash Flow Available for Debt Service							
Weighted Average Cost of Debt							
Net present value of cash flow available for debt service							
End of Period Outstanding Debt							
Loan Life Coverage Ratio (LLCR)							
<i>Minimum LLCR</i>							
<i>Average LLCR</i>							
Cash Flow Available for Debt Service							
Weighted Average Cost of Debt							
Final Acceptance Payments Termination Discount Rate							
Net present value of cash flow available for debt service							
End of Period Outstanding Debt							
Project Life Coverage Ratio (PLCR)							
<i>Minimum PLCR</i>							
<i>Average PLCR</i>							

4.4 CASH-FUNDED RESERVES (IF APPLICABLE)

Fiscal Year	2012	2013	2014	2015	2016	2017	...
OPERATIONS & MAINTENANCE							
Beginning Balance							
Deposits to Reserve							
Interest Earnings							
Draws on Reserve							
Ending Balance							
DEBT SERVICE							
Beginning Balance							
Deposits to Reserve							
Interest Earnings							
Draws on Reserve							
Ending Balance							
RENEWAL WORK							
Beginning Balance							
Deposits to Reserve							
Interest Earnings							
Draws on Reserve							
Ending Balance							
HANDBACK REQUIREMENTS							
Beginning Balance							
Deposits to Reserve							
Interest Earnings							
Draws on Reserve							
Ending Balance							

4.5 DEBT FINANCING

Fiscal Year	A. Debt Outstanding	B. Principal Payments	C. Interest ¹	D. Effective Interest Rate (D=C/A)
2008				
2009				
2010				
2011				
2012				
2013				
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				

Average Debt Cost (Sum of Column C/Sum of Column A):

¹ Interest includes carried interest and credit enhancement (e.g., monoline) expenses.

4.6 CALCULATION OF MAP ADJUSTMENTS FOR INTEREST RATE AND CREDIT SPREAD RISK

Model Scenario Calculations	Description¹	Value
A. MAP	As shown in the MAP Proposal Form (Appendix C-2)	A =
B. MAP after upward Base Interest Rates shift, determined in accordance with ITP Section 6.8.1	Optimal MAP solution with all Base Interest Rates shifted upwards by up to 100 basis points without exceeding a greater than 100 basis point change in Average Debt Cost ²	B =
C. MAP after upward Base Credit Spreads shift, determined in accordance with ITP Section 6.8.2.	Optimal MAP solution with Base Credit Spreads adjusted upwards by 50 basis points	C =

Defined Terms Calculations	Description³	Value
D. Maximum Adjusted MAP determined in accordance with ITP Section 6.8.3	Maximum Adjusted MAP = [Minimum ("MAP Threshold", B)]	
E. Maximum Credit Spread Adjustment determined in accordance with ITP Section 6.8.4.	Maximum Credit Spread Adjustment = (75%)*(Row C- Row A)]	

¹ Please refer to ITP Section 6.8 for complete descriptions of these calculations.

² Average Debt Cost is calculated using Table 4.5 of Appendix C-3 to this ITP. In cases where a 100 bp parallel shift results in a change to Average Debt Cost that exceeds the allowable 100 bp value, the Proposer may adjust any or all of the individual rates lower until this criteria is met.

³ Please refer to ITP Section 6.8 for complete descriptions of these calculations.

5 BASE INTEREST RATES AND BASE CREDIT SPREADS
Base Interest Rates
1)
2)
3)
4)
5)
6)
7)
[Proposer to fill in as needed]
Base Credit Spreads
1)
2)
3)
4)
5)
6)
7)
[Proposer to fill in as needed]

Appendix D

ITP Required Forms

Form A	Proposal Letter
Form B	Non-Collusion Affidavit
Form C	Conflict of Interest Disclosure Statement
Form D	Forms of Proposal Security
	D-1 Form of Proposal Bond
	D-2 Form of Proposal Letter of Credit
Form E	Key Personnel Statement of Availability
Form F	Form of Schedule of Values
Form G	Form of Equity Members, Contractors and Key Personnel Commitment
Form H	Major Construction Activities Completion Chart
Form I	Preliminary Corridor Master Plan Submittal Overview
Form J	Termination for Convenience Calculation Method
Form K	Equal Employment Opportunity Certification
Form L	DBE Certification
Form M	Buy America Certification
Form N	Use of Contract Funds for Lobbying Certification
Form O	Debarment and Suspension Certification
Form P	Design Exceptions / Design Variations Table

FORM A

**FLORIDA DEPARTMENT OF TRANSPORTATION
I-595 CORRIDOR ROADWAY IMPROVEMENTS PROJECT
INSTRUCTIONS TO PROPOSERS**

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: _____, 2008

**FLORIDA DEPARTMENT OF TRANSPORTATION
Procurement Office, District 4
3400 W. Commercial Boulevard, Front Lobby
Ft. Lauderdale, FL 33309
Attn: Antonette Adams**

The undersigned ("**Proposer**") submits this proposal (this "**Proposal**") in response to that certain Request for Proposals (the "**RFP**") issued by the Florida Department of Transportation ("**FDOT**"), an agency of the State of Florida, dated April 18, 2008, as amended, to design, build, finance, operate and maintain the I-595 Corridor Roadway Improvements Project (the "**Project**"), as more specifically described herein and in the documents provided with the RFP. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

In consideration for FDOT supplying us, at our request, with the RFP and agreeing to examine and consider this Proposal, the undersigned undertakes [jointly and severally] ***[if Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in the words "jointly and severally," otherwise delete]***:

a) to keep this Proposal open for acceptance for a period of one hundred and eighty (180) days without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of FDOT, in FDOT's sole discretion; and

b) to provide security (including bonds, insurance and letters of credit) for the due performance of the concession agreement ("**Agreement**") as stipulated in the Agreement.

If selected by FDOT, Proposer agrees to: (a) enter into the Agreement and satisfy all other conditions to award of the Agreement as set forth in Section 6.2 of the

Instructions to Proposers included in the RFP; and (b) perform its obligations as set forth in the Agreement, including compliance with all commitments contained in this Proposal.

Enclosed or submitted to the Escrow Agent in accordance with the ITP Section 4.4, and by this reference incorporated herein and made a part of this Proposal, are the following Proposal components:

- Executive Summary;
- Administrative Submittals;
- Technical Proposal; and
- Financial Proposal

Proposer acknowledges receipt, understanding and full consideration of the following:

- ***[list any addenda to the RFP and sets of questions and answers by dates and numbers]***

Proposer certifies the following: the Proposal is submitted without reservation, qualification, assumptions or conditions; Proposer has carefully examined and is fully familiar with all of the RFP documents and is satisfied that the RFP documents provide sufficient detail regarding the Concessionaire's obligations and do not contain internal inconsistencies; Proposer has carefully checked all the words, figures and statements in the Proposal; Proposer has conducted such other field investigations and additional design development as is prudent and reasonable in preparing this Proposal; and that Proposer has notified FDOT of any deficiencies in or omissions from any RFP documents or other documents provided by FDOT and of any unusual site conditions observed prior to the date hereof.

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

Proposer understands that FDOT is not bound to award the Agreement to the lowest priced Proposal, the highest scoring Proposal or any Proposal FDOT may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except any payment for work product that FDOT may pay Proposer in accordance with the separate Contractual Services Agreement between Proposer and FDOT.

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

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

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

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

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the Proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert the Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL REQUIREMENTS:

- A. If the Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If the Proposer is a partnership, enter the state or country of formation. If the Proposer is a limited liability company, enter the state or country of organization.
- B. Describe in detail the legal structure of the entity making the Proposal.
1. Provide a table showing the organization of the anticipated concession entity. This table shall describe the role of all Equity Members, Major Non-Equity Members, Subcontractors and Guarantors (if any).
 2. If the Proposer (or any member, partner or joint venturer of the Proposer) is a corporation or includes a corporation as a joint venturer, partner or member, provide articles of incorporation and bylaws for the Proposer and each corporation certified by an appropriate individual.
 3. If the Proposer (or any member, partner or joint venturer of the Proposer) is a partnership or includes a partnership as a joint venturer, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each general partner (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual.
 4. If the Proposer (or any member, partner or joint venturer of the Proposer) is a joint venture or includes a joint venture as a joint venturer, partner or member, attach the full names and addresses of all joint venturers and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each joint venturer (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual.
 5. If the Proposer (or any member, partner or joint venturer of the Proposer) is a limited liability company or includes a limited liability company as a joint venturer, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a

corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.

- C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venturer, certified by an appropriate officer of such joint venturer. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.
- D. The Proposer must also identify those persons authorized to enter into clarification discussions (if any) on its behalf with FDOT in connection with this RFP, the Project and the Agreement.
- E. The Proposer's partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to FDOT, in its sole discretion, stating that, in the event of a dispute between or among joint venturers, partners or members, as applicable, no joint venturer, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to FDOT and identify on a cover page where in the agreement the provision can be found.

FORM B

Non-Collusion Affidavit*

STATE OF _____)
)SS:
COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that:

A. _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the entity making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or a sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element (including the Maximum Availability Payment) included in the Proposal, or of that of any other Proposer, or to secure any advantage against FDOT or anyone interested in the proposed Agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price (including the Maximum Availability Payment) or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price (including the Maximum Availability Payment) or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the Request for Proposals.

* Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Instructions to Proposers within the Request for Proposals for the I-595 Corridor Roadway Improvements Project.

[signature page follows]

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this ____ day of _____, 2008.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members, joint venture members, Equity Members and Major Non-Equity Members of the Proposer.]

FORM C

Conflict of Interest Disclosure Statement

Proposer's Name: _____ ("Proposer")

Proposer's attention is directed to ITP Section 1.6.3 regarding Organizational Conflicts of Interest and the restrictions applicable to such conflicts. Proposers are advised that certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with FDOT in connection with the Project procurement. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Instructions to Proposers within the Request for Proposals for the I-595 Corridor Roadway Improvements Project.

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Equity Members, Major Non-Equity Members, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the project) which may result, or could be viewed as, an Organizational Conflict of Interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with FDOT, (b) any past, present, or planned contractual or employment relationships with any officer or employee of FDOT, and (c) any other circumstances that might be considered to create a financial interest in the contract by any FDOT member, officer or employee if Proposer is awarded the Agreement. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Proposer should also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the Proposer or other entities have taken or will take to avoid, neutralize, or mitigate any Organizational Conflicts of Interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Company Name

_____, 2008
Date

FORM D

Forms of Proposal Security

Form D-1 Form of Proposal Bond

Form D-2 Form of Proposal Letter of Credit

FORM D-1

Form of Proposal Bond

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____,
as Principal and _____, as Surety or as Co-Sureties, each a
corporation duly organized under the laws of the State indicated on the attached page,
having its principal place of business at the address listed on the attached page, in the
State indicated on the attached page, and authorized as a surety in the State of Florida,
are hereby jointly and severally held and firmly bound unto the Florida Department of
Transportation ("FDOT"), in the sum of **Ten Million United States Dollars (US
\$10,000,000)** (the "Bonded Sum"), the payment of which we each bind ourselves,
and our heirs, executors, administrators, representatives, successors, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its Proposal to design, build
finance, operate and maintain the I-595 Corridor Roadway Improvements Project,
which Proposal is incorporated herein by this reference and has been submitted
pursuant to FDOT's Request for Proposals dated as of April 18, 2008 (as amended or
supplemented, the "RFP");

NOW, THEREFORE, the condition of this bond is such that, upon occurrence of
any of the following events, then this obligation shall be null and void; otherwise it shall
remain in full force and effect, and the Bonded Sum will be forfeited to FDOT as
liquidated damages and not as a penalty, upon receipt by Principal and Surety or by
Principal and Sureties listed on the attached page (the "Co-Sureties") of notice of such
forfeiture from FDOT:

- (a) Principal's receipt of written notice from FDOT that either (i) FDOT will not
award the Agreement for the Project pursuant to the RFP, or (ii) FDOT has
awarded the Agreement for the Project, has received the executed Agreement
and other required documents and does not intend to award the Agreement to
the Principal;
- (b) Principal's performance of all of its obligations under the RFP in
connection with award of the Agreement; or
- (c) Failure of FDOT to award the Agreement to the Principal within one
hundred and eighty (180) days after the Proposal Due Date.

If the Principal shall fail to promptly and properly fully satisfy the foregoing
conditions for release set forth in (b) above or if the Principal (i) withdraws its Proposal
in a manner that is not permitted by the Instructions to Proposers within the RFP (the

"ITP") or (ii) is awarded the Agreement but fails to meet the conditions of award set forth in ITP Section 6.2, the Principal and the Surety or Co-Sureties hereby agree to pay to FDOT the full Bonded Sum herein above set forth, as liquidated damages and not as a penalty, within ten days after such failure.

The following terms and conditions shall apply with respect to this bond:

1. If suit is brought on this bond by FDOT and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by FDOT in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

2. Any extension(s) of the time for award of the Agreement that Principal may grant in accordance with the Agreement or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.

3. Correspondence or claims relating to this bond should be sent to Surety at the following address:

SIGNED and SEALED this _____ day of _____, 2008

Principal

By: _____

Co-Surety

By: _____
Attorney in Fact

By: _____

Co-Surety

By: _____
Attorney in Fact

By: _____

Co-Surety

By: _____
Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

FORM D-2

Form of Proposal Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER:

PLACE FOR PRESENTATION OF DRAFT: (Name and Address of Bank/Branch -- MUST be FLORIDA Bank/Branch)

APPLICANT:

BENEFICIARY: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
OFFICE OF COMPTROLLER
MS 42B, 605 SUWANNEE STREET
TALLAHASSEE, FLORIDA 32399

LETTER OF CREDIT NUMBER:

PLACE AND DATE OF ISSUE:

AMOUNT: Ten Million United States Dollars (US \$10,000,000) [The amount of a single Proposal Letter of Credit may be less on the condition that the Proposer submits more than one Proposal Letter of Credit and the sum of the Proposal Letters of Credit total US \$10,000,000.]

EXPIRATION DATE: June 30, 2009

The Issuer hereby issues this Irrevocable Standby Letter of Credit in favor of the State of Florida, Department of Transportation, for any sum or sums up to the aggregate amount of Ten Million United States Dollars (US \$10,000,000) [**or lesser sum as described above**], available by draft at sight drawn on the Issuer. Any draft under this Irrevocable Standby Letter of Credit shall:

1. Identify this Irrevocable Standby Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and
2. State one of the following:

"This drawing is due to _____ (Applicant's Name) _____'s failure to perform certain obligations under the Instructions to Proposers included in the Request for Proposals to design, build finance, operate and maintain

the I-595 Corridor Roadway Improvements Project issued on April 18, 2008 by the State of Florida, Department of Transportation.”

or

“This drawing is being made because the Issuer of the Letter of Credit upon which draft is made has failed to maintain the financial or organizational requirements established in Rule 14-116, Florida Administrative Code and the time period for providing a substitute letter of credit as required by Florida Administrative Code Chapter 14-116.002(2)(b) has expired without a substitute letter of credit meeting the requirements of Florida Administrative Code Chapter 14-116.002 having been provided.”

All drafts will be honored if presented to _____ (FLORIDA Bank/Branch - Name & Address) _____ on or before June 30, 2009 or any extended expiration date.

Drawings by facsimile to facsimile number () _____ are acceptable (each such drawing, a "Fax Drawing") provided, however, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number () _____. Issuer will acknowledge Beneficiary's presentment by e-mail to the e-mail address provided to Issuer in the Fax Drawing.

This Letter of Credit is subject to the rules of the "International Standby Practices" ISP98, if a conflict between ISP98 and Florida law should arise, Florida law shall prevail.

Issuer:

By: _____ (Authorized signature of Issuer)

FORM E

Key Personnel Statement of Availability

Proposer's Name: _____ (the "Proposer")

Understanding FDOT's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, the Proposer commits that if awarded the Agreement, to the extent within the Proposer's control, the named key personnel and other individuals named in the Proposal will be available on a full time basis for the periods necessary to fulfill their responsibilities. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Instructions to Proposers within the Request for Proposals for the I-595 Corridor Roadway Improvements Project.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

FORM F

Form of Schedule of Values

DESIGN & CONSTRUCTION SCHEDULE OF VALUES*

Financial Project No. _____
 FA No. _____
 Contract No. _____

Date Submitted _____
 Proposer Name _____

Section	Item Description	% of Design & Construction	Amount* (\$)
I	Engineering Services		
	a. <u>Design/Miscellaneous Services</u>	-	
	b. <u>CEI</u>	-	
	c. <u>Miscellaneous**</u>	-	
	-	-	
	-	-	
	-	-	
	Subtotal for section I		
II	Utility Relocations		
	a. <u>Utility Relocations</u>	-	
	b. <u>Miscellaneous**</u>	-	
	-	-	
	-	-	
	Subtotal for section II		
III	Mobilization		
IV	Maintenance Of Traffic (includes temporary barrier wall installation & relocation)		
V	Clearing & Grubbing		
VI	Roadway		
	a. <u>Flexible Pavement (Milling, Stabilization, Optional Base, Structural Course, Friction Course, Miscellaneous Asphalt, Miscellaneous)</u>	-	
	b. <u>Rigid Pavement (Stabilization, Structural Course, Permeable Base, Cement Concrete Pavement, Edgedrain, Miscellaneous)</u>	-	
	c. <u>Earthwork (Embankment,</u>	-	

	<u>Excavation, Subsoil Excavation, Miscellaneous</u>		
	<u>d. Canal Excavation</u>	-	
	<u>e. Concrete (Curb & Gutter, Sidewalk, Miscellaneous)</u>	-	
	<u>f. Barriers (Barrier Wall, Guardrail, Miscellaneous)</u>	-	
	<u>g. Miscellaneous**</u>	-	
	-	-	
	-	-	
	-	-	
	Subtotal for section VI		
VII	Drainage		
	<u>a. Drainage</u>	-	
	<u>b. Miscellaneous**</u>	-	
	-	-	
	-	-	
	Subtotal for section VII		
VIII	Walls		
	<u>a. Permanent MSE Wall</u>	-	
	<u>b. Other Permanent Wall</u>	-	
	<u>c. Bulkhead (Includes Cap)</u>	-	
	<u>d. Noise Wall (Ground Mount)</u>	-	
	<u>e. Noise Wall (Barrier Mount)</u>	-	
	<u>f. Temp Sheet Pile (Inc. Soil Anchors)</u>	-	
	<u>g. Temp MSE Wall</u>	-	
	<u>h. Miscellaneous**</u>	-	
	-	-	
	-	-	
	Subtotal for section VIII		
IX	Bridge		
	<u>a. Bridge Demolition</u>	-	
	<u>b. Substructure</u>	-	
	<u>c. Superstructure</u>	-	
	<u>d. Miscellaneous**</u>	-	
	-	-	
	-	-	

	Subtotal for section IX		
X	Signing and Pavement Marking		
XI	Signalization		
XII	Lighting		
XIII	ITS System/ Rev. Lane Gantry & Gates		
XIV	Landscaping(Minimum \$10,000,000)		
XV	Miscellaneous**		
PROJECT TOTAL (SECTIONS I,II,III,IV,V,VI,VII,VIII,IX,X,XI,XII,XIII,XIV, XV)			

*Proposers are required to fill in costs associated with design and construction only. Other costs including, but not limited to, financing, operation, and maintenance shall not be included on this form. Each line item shall reflect the fully inflated cost for that item.

**Proposers are required to fill in additional items that are classified as "Miscellaneous." Use the additional space provided within each section.

Form G

Form of Equity Members, Contractors and Key Personnel Commitment

Proposer's Name: _____ ("Proposer")

Proposer hereby commits that, if awarded the I-595 Corridor Roadway Improvements Project ("Project"), the Proposer will use the entities and individuals listed below for their stated positions and that, to the extent within the Proposer's control, such entities and individuals will be available on a full time basis for the periods necessary to fulfill their Project-related responsibilities.

Equity Member: _____

Equity Member: _____

Equity Member: _____

Lead Contractor: _____

- **Project Manager:** _____
- **Superintendent:** _____

Lead Engineering Firm: _____

- **Lead Design Engineer:** _____

Lead Operations and Maintenance Firm: _____

- **Operations Manager:** _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Form H

Major Construction Activities Completion Chart

Instructions

The following is a list of the Interim Milestone Works that Proposers may choose from in accordance with these instructions to complete the Major Construction Activities Completion Chart (Form H) below.

- Sound Barriers Group A – includes ground mounted sound barriers generally parallel to Florida’s Turnpike and north of I-595 and ground mounted sound barriers north of westbound SR-84 and completion of and acceptance of the Broward County Greenway.
- Sound Barriers Group B – includes ground mounted sound barriers generally parallel to Florida’s Turnpike and south of I-595 and ground mounted sound barriers south of eastbound SR-84.
- Q2 / Q3 Braid – opening for permanent operations, including full capacity, of the braid that includes Ramps Q2 and Q3.
- P2 / P3 Braid – opening for permanent operations, including full capacity, of the braid that includes Ramps P2 and P3.
- EB Braid/By-pass/Braid – opening for permanent operations, including full capacity, of the eastbound braid/by-pass/braid including Ramps E-1, Ramp E-2, Ramp G and Ramp H.
- EB By-pass/Braid – opening for permanent operations, including full capacity, of the eastbound braid/by-pass, including Ramps K-1, K-2, M and O.
- WB By-pass – opening for permanent operations, including full capacity, of the westbound by-pass, including Ramp I.
- WB Braid – opening for permanent operations, including full capacity, of the westbound braid, including Ramps L-1 and L-2 and westbound SR-84 from Pine Island Road to Nob Hill Road.
- Ramp Q-1 – opening for permanent operations, including full capacity, of Ramp Q-1.
- Ramp T-16 – opening of all lanes of Ramp T-16 for continuous operational service for traffic to northbound Florida’s Turnpike.
- SR-84 WB– opening for permanent operations, including full capacity, of continuous SR-84 westbound, including complete connections to Ramp T-16, from Sewell Lock to the eastern limits of the Project.
- SR-84 EB – opening for permanent operations, including full capacity, of continuous SR-84 eastbound, from Sewell Lock to the eastern limits of the Project.
- Express Lanes (I-595) – opening for permanent operations, including full capacity, of the Express Lanes, including revenue collection, with or without access to Florida’s Turnpike.

Proposers shall complete Form H so that the chart includes a total of eight (8) Interim Milestone Works from the list above.

FDOT has already selected and placed six (6) of the eight (8) Interim Milestone Works in the first column of Form H. Proposers must leave these Interim Milestone Works as placed by FDOT. Proposers shall fill in Interim Milestone Work 3 and Interim Milestone Work 4 from the list above.

Form H shall have a minimum of four (4) Interim Milestone Works that have scheduled completions that will occur no later than half-way (50%) to the scheduled date for Substantial Completion, and seven (7) Interim Milestone Works that have scheduled completions that will occur no later than three-quarters (75%) of the way to the scheduled date for Substantial Completion.

Proposers shall provide the scheduled completion date in Form H for eight (8) individual Interim Milestone Works and for Substantial Completion. Proposers shall provide this information in the second column as the number of calendar days completion will occur from NTP 1. Proposers shall provide a variation of this information for the eight (8) individual Interim Milestone Works in the third column as a percentage relative to the scheduled date for Substantial Completion.

MAJOR CONSTRUCTION ACTIVITIES COMPLETION CHART

Column 1 INTERIM MILESTONE WORKS	Column 2 Scheduled Completion (Calendar days from NTP 1)	Column 3 Column 2 divided by Scheduled Substantial Completion
--	--	---

Shall be 0% - 50%

- | | | |
|----------------------------------|---------------|-----------|
| 1. <u>Sound Barriers Group A</u> | 1. _____ days | 1. _____% |
| 2. <u>T-16</u> | 2. _____ days | 2. _____% |
| 3. _____ | 3. _____ days | 3. _____% |
| 4. _____ | 4. _____ days | 4. _____% |

Shall be 0% - 75%

- | | | |
|----------------------------------|---------------|-----------|
| 5. <u>Sound Barriers Group B</u> | 5. _____ days | 5. _____% |
| 6. <u>SR-84 EB</u> | 6. _____ days | 6. _____% |
| 7. <u>SR-84 WB</u> | 7. _____ days | 7. _____% |

Shall be 0% - 100%

- | | | |
|---------------------------------|---------------|-----------|
| 8. <u>Express Lanes (I-595)</u> | 8. _____ days | 8. _____% |
|---------------------------------|---------------|-----------|

SUBSTANTIAL COMPLETION	Scheduled Completion (Calendar days from NTP 1)	
-------------------------------	--	--

Substantial Completion _____ days

Form I

Preliminary Corridor Master Plan Submittal Overview

Concept Component	Indicative Preliminary Design Item / Feature	Proposed Modification	Comments / Benefits
--------------------------	---	------------------------------	----------------------------

A) Roadway Concept

Line & Grade

Master Traffic Control Plan

Drainage

Utilities



Concept Component	Indicative Preliminary Design Item / Feature	Proposed Modification	Comments / Benefits
--------------------------	---	------------------------------	----------------------------

B) Structures Concept



C) Signing & Pavement Marking Concept



D) Lighting Concept



E) Other

Concept Component	Indicative Preliminary Design Item / Feature	Proposed Modification	Comments / Benefits
--------------------------	---	------------------------------	----------------------------

Form J

Termination for Convenience Calculation Method

Should FDOT terminate the Agreement according to Section 20.1 of the Agreement, the undersigned Proposer hereby chooses to be paid a compensation amount equal to the *[insert Backward Looking Termination for Convenience Amount or Forward Looking Termination for Convenience Amount]*, and renounces and waives any right to claim the *[insert Forward Looking Termination for Convenience Amount or Backward Looking Termination for Convenience Amount]*.

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM K

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Non-Equity Members and proposed Subcontractors]

The undersigned certifies on behalf of _____, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not Proposer, relationship to Proposer: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Subcontractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Form L

DBE CERTIFICATION

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following overall statewide goal for participation by DBEs is established for professional services and construction work:

DBE

8.1% of the funding associated with highway contracts

DBE Certification

By signing below, the Proposer certifies that (1) the Concessionaire will provide a good faith effort to meet the goal; and (2) if final award of the Agreement is achieved, the Concessionaire will submit a DBE Affirmative Action Program Plan meeting the requirements set forth in Section 7-24 of Division I (General Requirements).

Failure to submit the DBE Affirmative Action Program Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Security provided by the Proposer will become property of FDOT and the Proposer will be precluded from participating in any reprocurement of the Agreement for the Project.

[name]

[title]

Form M

BUY AMERICA CERTIFICATION

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) the following:

- a. Proposer shall comply with the Federal Highway Administration ("FHWA") Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the design-build contract price.
- b. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.
- c. At Proposer's request, FDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by FDOT.

Date: _____

Signature: _____

Title: _____

Proposer's Name: _____

FORM N

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer certifies on behalf of itself and all contractors (at all tiers) the following:

1. The Proposer certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. Proposer shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C.

§3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: _____

Proposer: _____

Signature: _____

Title: _____

Form O

DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned Proposer certifies on behalf of itself and all Equity Members, Major Non-Equity Members and Subcontractors the following:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: _____

Proposer: _____

Signature: _____

Title: _____

Form P

DESIGN EXCEPTIONS / DESIGN VARIATIONS TABLE

TABLE 1: I-595 CORRIDOR DESIGN EXCEPTIONS - RESTRICTIONS

INDICATIVE DESIGN				PROPOSER'S DESIGN			
DESIGN EXCEPTION: Lane Width, Shoulder Width, Bridge Width - I-595 WB							
Description	Roadway	Station Limits	Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference
Lane Width	WB I-595	2626+08 to 2626+14 (BK)= 629+16 (AH)	6199'	No	to	N/A	N/A
		629+16 to 691+09			to		
Shoulder Width	WB I-595	631+17 to 691+09	5992'	No	to	N/A	N/A
Bridge Width	WB I-595	634+17 to 682+32	4815'	No	to	N/A	N/A
DESIGN EXCEPTION: Lane Width, Shoulder Width, Bridge Width - I-595 EB							
Description	Roadway	Station Limits	Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference
Lane Width	EB I-595	2613+57 to 2626+14 (BK)= 629+16 (AH)	7450'	No	to	N/A	N/A
		629+16 to 691+09			to		
Shoulder Width	EB I-595	631+17 to 691+09	5992'	No	to	N/A	N/A
Bridge Width	EB I-595	634+17 to 682+32	4815'	No	to	N/A	N/A
DESIGN EXCEPTION: Shoulder Width, Bridge Width - Mainline							
Description	Roadway	Station Limits	Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference
Shoulder	WB I-595	2553+85 to 2561+61	776'	No	to	N/A	N/A

Width	EB I-595	2539+96 to 2545+30	534'	No	to	N/A	N/A
		2555+96 to 2559+42	346'	No	to	N/A	N/A
		2545+75 to 2562+23	1648'	No	to	N/A	N/A
	Express Lanes	2539+96 to 2542+06	210'	No	to	N/A	N/A
		2555+96 to 2559+42	346'	No	to	N/A	N/A
	Express Lanes Ramp	2589+74 to 2596+05	631'	No	to	N/A	N/A
	SR 84	941+57 to 945+53	396'	No	to	N/A	N/A
		955+56 to 959+72	416'	No	to	N/A	N/A
		954+76 to 958+79	403'	No	to	N/A	N/A
Bridge Width	Express Lanes Ramp	2592+08 to 2594+91	283'	No	to	N/A	N/A
DESIGN EXCEPTION: Stopping Sight Distance							
Description	Roadway	Station Limits	SSD	Used in Proposer's Design?	Station Limits	SSD	% Difference
Stopping Sight Distance	Ramp R-7	31+50 to 48+31	361.1'	No	to	N/A	N/A

TABLE 2: I-595 CORRIDOR DESIGN VARIATIONS – RESTRICTIONS LEVEL 1

INDICATIVE DESIGN					PROPOSER'S DESIGN					
DESIGN VARIATION: Shoulder Width (Mainline)										
Description	Roadway	Station Limits			Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference	
Lane Width	EB I-595	5128+09.19	to	5492+30.57	Median	36421.38'	No	to	N/A	N/A
		6524+95.39	to	6620+08.62	Median	9513.23'	No	to	N/A	N/A
		5128+09.19	to	6585+79.81	Outside	145770.62'	No	to	N/A	N/A
Shoulder Width	WB I-595	4112+99.70	to	4492+27.56	Median	37927.86'	No	to	N/A	N/A
		7523+71.43	to	7619+41.29	Median	9569.86'	No	to	N/A	N/A
		4112+99.70	to	7117+04.79	Outside	300405.09'	No	to	N/A	N/A
		7561+82.20	to	7582+00.00	Outside	2017.8'	No	to	N/A	N/A
		7616+88.62	to	7633+84.68	Outside	1696.06'	No	to	N/A	N/A
Bridge Width	Express Lanes	2145+59.61	to	2575+00.00	Median & Outside	42940.39'	No	to	N/A	N/A
DESIGN VARIATION: Shoulder Width (1-Lane Ramp)										
Description	Roadway	Station Limits			Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference	
Shoulder Width (1-Lane Ramp)	Ramp U-7	12+26	to	15+05	4' Inside	279'	No	to	N/A	N/A
	Ramp U-11	594+44	to	595+28	4' Outside	84'	No	to	N/A	N/A
DESIGN VARIATION: Shoulder Width (2-Lane Ramp)										
Description	Roadway	Station Limits			Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference	
Shoulder	Ramp I	105+93.42	to	131+05.92	10' Outside	2512.5'	No	to	N/A	N/A

Width (2-Lane Ramp)		105+93.42 to 131+05.92	6' Inside	2512.5'	No	to	N/A	N/A	
	Ramp J	17+17.19 to 23+19.70	10' Outside	602.51'	No	to	N/A	N/A	
	Ramp K1	30+94.30 to 44+76.34	10' Outside	1382.04'	No	to	N/A	N/A	
		36+02.26 to 37+68.69	6' Inside	166.43'	No	to	N/A	N/A	
	Ramp L1	3+26.92 to 17+89.25	10' Outside	1462.33'	No	to	N/A	N/A	
		3+26.92 to 17+89.25	6' Inside	1462.33'	No	to	N/A	N/A	
	Ramp L2	38+59.51 to 55+19.33	6' Inside	1659.82'	No	to	N/A	N/A	
		30+62.91 to 43+47.41	10' Outside	1284.5'	No	to	N/A	N/A	
	Ramp P3	73+88.91 to 77+09.48	6' Inside	320.57'	No	to	N/A	N/A	
		75+33.32 to 82+39.75	10' Outside	706.43'	No	to	N/A	N/A	
	Ramp Q1	408+03.67 to 434+53.21	10' Outside	2649.54'	No	to	N/A	N/A	
		400+21.99 to 427+96.98	6' Inside	2774.99'	No	to	N/A	N/A	
	Ramp Q2	16+02.31 to 21+38.96	10' Outside	536.65'	No	to	N/A	N/A	
		10+69.69 to 17+08.96	6' Inside	639.27'	No	to	N/A	N/A	
Ramp R5	500+07.89 to 513+73.99	6' Inside	1366.1'	No	to	N/A	N/A		
	507+25.39 to 525+34.24	10' Outside	1808.85'	No	to	N/A	N/A		
Ramp U5	20+07.69 to 20+83.90	10' Outside	76.21	No	to	N/A	N/A		
	15+88.65 to 20+83.90	6' Inside	495.25'	No	to	N/A	N/A		
Ramp V1	418+81.84 to 419+43.78	6' Inside	61.94'	No	to	N/A	N/A		
DESIGN VARIATION: Vertical Alignment (Curve Length - Mainline)									
Description	Roadway	Station Limits		Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference	
Curve Length (Mainline)	EB I-595	Spanning Davie Road (Match Existing)		Crest	1600'	No	to	N/A	N/A
		Spanning SR 7 (Match Existing)		Crest	1620'	No	to	N/A	N/A
		Spanning Ramps TH&K (Match Existing)		Crest	1070'	No	to	N/A	N/A
		6618+40 to 6628+40	Crest	1000'	No	to	N/A	N/A	
	WB I-595	4121+00 to 4126+00	Sag	500'	No	to	N/A	N/A	
		4126+00 to 4131+00	Crest	500'	No	to	N/A	N/A	
		4165+00 to 4170+00	Crest	500'	No	to	N/A	N/A	
		4171+50 to 4177+50	Sag	600'	No	to	N/A	N/A	

		4183+50 to 4188+50	Crest	500'	No	to	N/A	N/A
		4194+00 to 4200+00	Sag	600'	No	to	N/A	N/A
		4227+20 to 4232+80	Sag	560'	No	to	N/A	N/A
		4236+00 to 4241+00	Crest	500'	No	to	N/A	N/A
		4244+80 to 4248+80	Sag	400'	No	to	N/A	N/A
		4358+30 to 4363+30	Sag	500'	No	to	N/A	N/A
		4390+70 to 4396+30	Sag	560'	No	to	N/A	N/A
		4400+00 to 4405+00	Crest	500'	No	to	N/A	N/A
		Spanning Davie Road (Match Existing)	Crest	1600'	No	to	N/A	N/A
		7540+20 to 7544+00	Sag	380'	No	to	N/A	N/A
		7544+13 to 7550+08	Crest	595'	No	to	N/A	N/A
		Spanning SR 7 (Match Existing)	Crest	1490'	No	to	N/A	N/A
		Spanning Ramps TH&K (Match Existing)	Crest	1000'	No	to	N/A	N/A
	Express Lanes	2183+50 to 2188+50	Crest	500'	No	to	N/A	N/A
		2238+50 to 2243+50	Crest	500'	No	to	N/A	N/A
		2291+50 to 2296+50	Crest	500'	No	to	N/A	N/A
		2347+60 to 2352+60	Crest	500'	No	to	N/A	N/A
		2390+75 to 2396+25	Sag	550'	No	to	N/A	N/A
		2400+00 to 2405+00	Crest	500'	No	to	N/A	N/A
		2451+00 to 2456+00	Crest	500'	No	to	N/A	N/A
		2456+25 to 2460+25	Sag	400'	No	to	N/A	N/A
		2460+50 to 2465+50	Crest	500'	No	to	N/A	N/A
		2465+75 to 2469+75	Sag	400'	No	to	N/A	N/A
		2470+00 to 2475+00	Crest	500'	No	to	N/A	N/A
New Locations by Proposer								
Curve Length (Mainline)					-	to	-	-
					-	to	-	-
					-	to	-	-
					-	to	-	-
					-	to	-	-
					-	to	-	-
Indicative Design Number of Locations			32		Proposed Number of locations			

DESIGN VARIATION: Vertical Alignment (K Value - Mainline)						
Description	Location	Value	Used in Proposer's Design?	Location	Value	% Difference
K-Value (Mainline)	I-595 EB Bridge Over Hiatus Road	308'	No			N/A
	I-595 WB Bridge Over Hiatus Road	308'	No			N/A
	I-595 EB Bridge Over Nob Hill Road	431'	No			N/A
	I-595 WB Bridge Over Nob Hill Road	476'	No			N/A
	I-595 EB Bridge Over Pine Island Road	476'	No			N/A
	I-595 EB Bridge Over Davie Road	308'	No			N/A
	I-595 WB Bridge Over Davie Road	308'	No			N/A
New Locations by Proposer						
K-Value (Mainline)			-			-
			-			-
			-			-
			-			-
			-			-
Indicative Design Number of Locations		7	Proposed Number of locations			
DESIGN VARIATION: Vertical Clearance						
Description	Location	Value	Used in Proposer's Design?	Location	Value	% Difference
Vertical Clearance	I-595 EB bridge over SW 136th Avenue	16'	No			N/A
	I-595 WB Bridge Over Hiatus Road	16'	No			N/A
	I-595 WB Bridge Over Nob Hill Road	16'	No			N/A
	I-595 EB Bridge Over Pine Island Road	16'	No			N/A
	I-595 EB Bridge Over Davie Road	16'	No			N/A
New Locations by Proposer						
Vertical Clearance			-			-
			-			-
			-			-
			-			-

		-			-	
		-			-	
Indicative Design Number of Locations		5	Proposed Number of locations			
DESIGN VARIATION: Cross Slope (Crossover)						
Description	Location	Value	Used in Proposer's Design?	Location	Value	% Difference
Cross-Slope (Crossover)	Crossover line between Ramps R-7 and R-9	6.9%	No			N/A

TABLE 3: I-595 CORRIDOR DESIGN VARIATIONS – RESTRICTIONS LEVEL 2

INDICATIVE DESIGN				PROPOSER'S DESIGN			
DESIGN VARIATION: Horizontal Alignment (Curve Length - Mainline)							
Description	Roadway	Station Limits	Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference
Curve Length (Mainline)	EB I-595	5128+09.19 to 5130+17.78	208.59	No	to	N/A	N/A
		5167+05.58 to 5174+98.59	793.01	No	to	N/A	N/A
		5174+98.59 to 5185+01.70	1003.11	No	to	N/A	N/A
		5185+01.70 to 5193+12.45	810.75	No	to	N/A	N/A
		5193+12.45 to 5196+92.61	380.16	No	to	N/A	N/A
		5204+36.38 to 5206+99.57	263.19	No	to	N/A	N/A
		5206+99.57 to 5213+23.30	623.73	No	to	N/A	N/A
		5213+23.30 to 5219+45.49	622.19	No	to	N/A	N/A
		5226+05.50 to 5229+18.96	313.46	No	to	N/A	N/A
		5327+85.18 to 5333+25.24	540.06	No	to	N/A	N/A
		5336+64.89 to 5342+06.25	541.36	No	to	N/A	N/A
		6511+70.29 to 6516+34.06	463.77	No	to	N/A	N/A
	6523+93.49 to 6528+56.01	462.52	No	to	N/A	N/A	
	WB I-595	4127+62.45 to 4135+25.72	763.27	No	to	N/A	N/A
		4136+41.20 to 4139+05.35	264.15	No	to	N/A	N/A
		4152+28.52 to 4157+07.56	479.04	No	to	N/A	N/A
		4157+07.56 to 4163+38.31	630.75	No	to	N/A	N/A
		4163+38.31 to 4170+18.31	680.00	No	to	N/A	N/A
		4187+41.81 to 4189+37.46	195.65	No	to	N/A	N/A
		4192+37.75 to 4197+71.86	534.11	No	to	N/A	N/A
4204+06.53 to 4207+07.41		300.88	No	to	N/A	N/A	
4207+07.41 to 4211+50.19	442.78	No	to	N/A	N/A		
4211+50.19 to 4215+19.83	369.64	No	to	N/A	N/A		

		4218+73.13 to 4224+87.96	614.83	No	to	N/A	N/A
		4224+87.96 to 4229+18.95	430.99	No	to	N/A	N/A
		4327+86.07 to 4333+27.91	541.84	No	to	N/A	N/A
		4336+67.56 to 4342+07.14	539.58	No	to	N/A	N/A
		4440+82.82 to 4450+54.30	971.48	No	to	N/A	N/A
		7519+60.31 to 7524+07.83	447.52	No	to	N/A	N/A
		7524+07.83 to 7528+56.02	448.19	No	to	N/A	N/A
	Express Lanes	2157+12.83 to 2161+50.93	438.10	No	to	N/A	N/A
		2161+50.93 to 2171+62.89	1011.96	No	to	N/A	N/A
		2192+22.79 to 2195+65.40	342.61	No	to	N/A	N/A
		2206+93.39 to 2211+75.96	482.57	No	to	N/A	N/A
		2211+75.96 to 2215+19.51	343.55	No	to	N/A	N/A
		2219+48.56 to 2224+61.06	512.50	No	to	N/A	N/A
		2226+05.50 to 2229+18.96	313.46	No	to	N/A	N/A
		2327+85.99 to 2333+27.31	541.32	No	to	N/A	N/A
		2336+66.95 to 2342+07.06	540.11	No	to	N/A	N/A
		2440+57.92 to 2450+86.18	1028.26	No	to	N/A	N/A
		2513+77.98 to 2521+17.07	739.09	No	to	N/A	N/A
		2521+17.07 to 2528+56.17	739.10	No	to	N/A	N/A
New Locations by Proposer							
Curve Length (Mainline)				-	to	-	-
				-	to	-	-
				-	to	-	-
				-	to	-	-
				-	to	-	-
				-	to	-	-
Indicative Design Number of Locations			42	Proposed Number of locations			
DESIGN VARIATION: Horizontal Alignment (Curve Length -CD & Ramps)							
Description	Roadway	Station Limits	Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference

Curve Length (CD & Ramps)	WB SR 84	1157+70.59 to 1160+69.59	299.00	No	to	N/A	N/A
		1171+92.58 to 1175+47.18	354.60	No	to	N/A	N/A
		1225+42.37 to 1229+17.40	375.03	No	to	N/A	N/A
		1351+17.76 to 1353+61.18	243.42	No	to	N/A	N/A
		1372+07.96 to 1374+28.55	220.59	No	to	N/A	N/A
		1485+52.80 to 1489+43.30	390.50	No	to	N/A	N/A
		1503+31.02 to 1506+82.38	351.36	No	to	N/A	N/A
		1506+82.38 to 1510+32.96	350.58	No	to	N/A	N/A
	EB SR 84	3159+47.82 to 3161+34.93	187.11	No	to	N/A	N/A
		3162+53.57 to 3164+54.66	201.09	No	to	N/A	N/A
		3170+44.50 to 3172+00.35	155.85	No	to	N/A	N/A
		3172+00.35 to 3175+54.77	354.42	No	to	N/A	N/A
		3190+17.14 to 3191+98.92	181.78	No	to	N/A	N/A
		3191+98.92 to 3194+62.81	263.89	No	to	N/A	N/A
		3230+16.81 to 3232+41.23	224.42	No	to	N/A	N/A
		3232+41.23 to 3235+39.51	298.28	No	to	N/A	N/A
		3240+19.25 to 3242+81.58	262.33	No	to	N/A	N/A
		3242+81.58 to 3246+40.58	359.00	No	to	N/A	N/A
		3286+35.75 to 3289+15.55	279.80	No	to	N/A	N/A
		3294+78.33 to 3297+45.73	267.40	No	to	N/A	N/A
		3297+45.73 to 3299+31.02	185.29	No	to	N/A	N/A
		3326+14.83 to 3329+15.77	300.94	No	to	N/A	N/A
		3331+12.02 to 3334+11.34	299.32	No	to	N/A	N/A
		3336+56.72 to 3338+62.54	205.82	No	to	N/A	N/A
		3338+62.54 to 3340+68.07	205.53	No	to	N/A	N/A
		3359+58.31 to 3361+21.55	163.24	No	to	N/A	N/A
		3361+21.55 to 3362+84.95	163.40	No	to	N/A	N/A
		3384+83.08 to 3386+92.30	209.22	No	to	N/A	N/A
		3389+75.03 to 3391+84.93	209.90	No	to	N/A	N/A
3400+97.51 to 3403+31.36	233.85	No	to	N/A	N/A		
3469+64.49 to 3472+97.63	333.14	No	to	N/A	N/A		
3484+64.94 to 3487+58.13	293.19	No	to	N/A	N/A		
3487+58.13 to 3491+49.05	390.92	No	to	N/A	N/A		

		996+31.51 to 999+98.43	366.92	No	to	N/A	N/A
		96+91.52 to 99+64.38	272.86	No	to	N/A	N/A
		99+64.38 to 102+91.53	327.15	No	to	N/A	N/A
	ES Connector	38+09.36 to 41+95.46	386.10	No	to	N/A	N/A
	Ramp A	0+33.47 to 2+35.38	201.91	No	to	N/A	N/A
	Ramp B	31+28.74 to 34+58.80	330.06	No	to	N/A	N/A
		44+08.84 to 45+96.19	187.35	No	to	N/A	N/A
	Ramp C	45+96.19 to 49+17.43	321.24	No	to	N/A	N/A
		50+34.36 to 53+37.03	302.67	No	to	N/A	N/A
	Ramp D	64+99.96 to 68+87.56	387.60	No	to	N/A	N/A
	Ramp E1	83+21.76 to 86+79.78	358.02	No	to	N/A	N/A
		10+07.13 to 12+05.24	198.11	No	to	N/A	N/A

DESIGN VARIATION: Horizontal Alignment (Curve Length -CD & Ramps) (CON'T)

Descriptio n	Roadway	Station Limits	Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference
Curve Length (CD & Ramps)	Ramp E2	119+01.78 to 122+20.25	318.47	No	to	N/A	N/A
		131+05.04 to 133+15.89	210.85	No	to	N/A	N/A
		135+07.89 to 138+09.49	301.60	No	to	N/A	N/A
		140+80.14 to 144+43.15	363.01	No	to	N/A	N/A
		160+05.46 to 162+97.06	291.60	No	to	N/A	N/A
		164+77.06 to 167+68.66	291.60	No	to	N/A	N/A
		170+52.65 to 174+19.40	366.75	No	to	N/A	N/A
	Ramp G	175+42.35 to 177+67.04	224.69	No	to	N/A	N/A
		51+98.87 to 53+35.01	136.14	No	to	N/A	N/A
		55+08.51 to 57+82.94	274.43	No	to	N/A	N/A
	Ramp H	60+34.87 to 63+73.16	338.29	No	to	N/A	N/A
		70+66.97 to 74+21.10	354.13	No	to	N/A	N/A
	Ramp K1	77+70.49 to 81+46.71	376.22	No	to	N/A	N/A
		30+94.29 to 34+41.77	347.48	No	to	N/A	N/A
	Ramp K2	41+78.97 to 44+23.35	244.38	No	to	N/A	N/A
		100+77.67 to 101+21.53	43.86	No	to	N/A	N/A

	104+99.43 to 107+08.66	209.23	No	to	N/A	N/A
	131+30.32 to 132+49.66	119.34	No	to	N/A	N/A
	134+48.14 to 135+67.70	119.56	No	to	N/A	N/A
	155+20.39 to 157+00.98	180.59	No	to	N/A	N/A
	157+00.99 to 159+42.94	241.95	No	to	N/A	N/A
Ramp L2	34+68.80 to 38+60.63	391.83	No	to	N/A	N/A
Ramp M	66+31.55 to 69+22.26	290.71	No	to	N/A	N/A
	70+13.40 to 74+13.01	399.61	No	to	N/A	N/A
Ramp O	56+22.75 to 58+96.00	273.25	No	to	N/A	N/A
	64+99.36 to 67+64.96	265.60	No	to	N/A	N/A
Ramp P1	238+86.87 to 242+50.71	363.84	No	to	N/A	N/A
Ramp P2	309+39.82 to 312+74.58	334.76	No	to	N/A	N/A
	326+28.73 to 328+34.25	205.52	No	to	N/A	N/A
	331+13.85 to 332+96.46	182.61	No	to	N/A	N/A
	332+96.46 to 336+30.06	333.60	No	to	N/A	N/A
Ramp P3	70+84.03 to 74+64.73	380.70	No	to	N/A	N/A
	79+54.22 to 82+39.75	285.53	No	to	N/A	N/A
Ramp Q1	417+62.20 to 420+99.79	337.59	No	to	N/A	N/A
Ramp Q3	500+80.83 to 504+18.36	337.53	No	to	N/A	N/A
	525+57.42 to 527+40.62	183.20	No	to	N/A	N/A
Ramp R2	210+09.62 to 211+68.39	158.77	No	to	N/A	N/A
Ramp R4	403+11.63 to 405+25.43	213.80	No	to	N/A	N/A
	412+63.21 to 416+02.32	339.11	No	to	N/A	N/A
Ramp R5	504+37.53 to 507+80.15	342.62	No	to	N/A	N/A
	513+45.74 to 516+86.10	340.36	No	to	N/A	N/A
Ramp R6	609+63.23 to 611+53.86	190.63	No	to	N/A	N/A
Ramp T9	805+00.00 to 805+86.35	86.35	No	to	N/A	N/A
Ramp T11	105+00.00 to 108+00.91	300.91	No	to	N/A	N/A
Ramp U1	80+05.62 to 83+49.78	344.16	No	to	N/A	N/A
	83+49.78 to 84+05.62	55.84	No	to	N/A	N/A
Ramp U3	71+47.24 to 72+27.24	80.00	No	to	N/A	N/A
Ramp U9	999+98.43 to 1000+38.45	40.02	No	to	N/A	N/A
Ramp U10	26+56.23 to 30+05.69	349.46	No	to	N/A	N/A

	NW Connector	699+02.76 to 701+20.61	217.85	No	to	N/A	N/A	
New Locations by Proposer								
Curve Length (CD & Ramps)				-	to	-	-	
				-	to	-	-	
				-	to	-	-	
				-	to	-	-	
				-	to	-	-	
				-	to	-	-	
Indicative Design Number of Locations			50	Proposed Number of locations				
DESIGN VARIATION: Cross Slope (Number of Lanes)								
Description	Roadway	Station Limits	Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference	
Cross Slope (Number of Lanes)	I-595 WB	4135+25.72 to 4146+92.76	4 Lanes	1167.04	No	to	N/A	N/A
		4146+92.76 to 4159+93.47	5 Lanes	1300.71	No	to	N/A	N/A
		4159+93.47 to 4168+18.72	6 Lanes	825.25	No	to	N/A	N/A
		4168+18.72 to 4186+35.46	5 Lanes	1816.74	No	to	N/A	N/A
		4186+35.46 to 4209+61.97	4 Lanes	2326.51	No	to	N/A	N/A
		4209+61.97 to 4236+19.24	5 Lanes	2657.27	No	to	N/A	N/A
		4236+19.24 to 4304+47.25	4 Lanes	6828.01	No	to	N/A	N/A
		4304+47.25 to 4322+35.17	5 Lanes	1787.92	No	to	N/A	N/A
		4322+35.17 to 4341+62.91	6 Lanes	1927.74	No	to	N/A	N/A
		4341+62.91 to 4376+98.28	4 Lanes	3535.37	No	to	N/A	N/A
		4376+98.28 to 4405+12.53	5 Lanes	2814.25	No	to	N/A	N/A
		4405+12.53 to 4437+75.62	4 Lanes	3263.09	No	to	N/A	N/A
		4437+75.62 to 4463+17.08	5 Lanes	2541.46	No	to	N/A	N/A
		4463+17.08 to 4482+00.75	4 Lanes	1883.67	No	to	N/A	N/A
		4482+00.75 to 4509+99.29	5 Lanes	2798.54	No	to	N/A	N/A
		7510+00.17 to 7533+35.15	5 Lanes	2334.98	No	to	N/A	N/A
		7560+16.70 to 7583+01.22	4 Lanes	2284.52	No	to	N/A	N/A
7613+48.74 to 7614+03.28	5 Lanes + 4' Buffer	54.54	No	to	N/A	N/A		
7614+03.28 to 7625+23.98	4 Lanes	1120.70	No	to	N/A	N/A		

		7625+23.98 to 7633+84.68	5 Lanes	860.70	No	to	N/A	N/A
I-595 EB		5128+09.19 to 5140+99.01	5 Lanes	1289.82	No	to	N/A	N/A
		5140+99.01 to 5155+05.50	7 Lanes + 4' Buffer	1406.49	No	to	N/A	N/A
		5155+05.50 to 5160+02.80	6 Lanes + 4' Buffer	497.30	No	to	N/A	N/A
		5160+02.80 to 5169+49.43	7 Lanes + 4' Buffer	946.63	No	to	N/A	N/A
		5169+49.43 to 5173+79.03	4 Lanes	429.60	No	to	N/A	N/A
		5173+79.03 to 5186+78.86	5 Lanes	1299.83	No	to	N/A	N/A
		5186+78.86 to 5224+09.16	4 Lanes	3730.30	No	to	N/A	N/A
		5258+41.81 to 5288+15.29	4 Lanes	2973.48	No	to	N/A	N/A
		5288+15.29 to 5310+99.30	5 Lanes	2284.01	No	to	N/A	N/A
		5310+99.30 to 5326+57.33	4 Lanes	1558.03	No	to	N/A	N/A
		5371+79.51 to 5415+67.13	4 Lanes	4387.62	No	to	N/A	N/A
		5415+67.13 to 5439+99.14	5 Lanes	2432.01	No	to	N/A	N/A
		5439+99.14 to 5465+39.76	4 Lanes	2540.62	No	to	N/A	N/A
		5465+39.76 to 5510+03.00	6 Lanes	4463.24	No	to	N/A	N/A
		6510+00.00 to 6515+11.39	6 Lanes	511.39	No	to	N/A	N/A
	6515+11.39 to 6582+80.54	4 Lanes	6769.15	No	to	N/A	N/A	
	6613+64.39 to 6629+22.69	5 Lanes	1558.30	No	to	N/A	N/A	

New Locations by Proposer

Cross Slope (Number of Lanes)			-	to	-	-
			-	to	-	-
			-	to	-	-
			-	to	-	-
			-	to	-	-
			-	to	-	-

Indicative Design Number of Locations

37

Proposed Number of locations

DESIGN VARIATION: Border Width (Mainline)

Descriptio n	Location	Value	Used in Proposer's Design?	Location	Value	% Difference	
Border	I-595	2145+60 to 2510+00 Westbound	36440.00	No	to	N/A	N/A

Width (Mainline)		2145+60 to 2541+00	Eastbound	39540.00	No	to	N/A	N/A
New Locations by Proposer								
Border Width (Mainline)					-	to	-	-
					-	to	-	-
					-	to	-	-
Indicative Design Number of Locations				2	Proposed Number of locations			
DESIGN VARIATION: Border Width (CD)								
Description	Location			Value	Used in Proposer's Design?	Location	Value	% Difference
Border Width (CD)	SR 84	1157+13.01 to 1509+98.57	Westbound	35285.56	No	to	N/A	N/A
		3159+47.82 to 3509+33.85	Eastbound	34986.03	No	to	N/A	N/A
New Locations by Proposer								
Border Width (CD)					-	to	-	-
					-	to	-	-
					-	to	-	-
Indicative Design Number of Locations				2	Proposed Number of locations			

TABLE 4: FLORIDA'S TURNPIKE DESIGN VARIATIONS – RESTRICTIONS LEVEL 1

INDICATIVE DESIGN					PROPOSER'S DESIGN					
DESIGN VARIATION: Shoulder Width (Mainline)										
Description	Roadway	Station Limits			Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference	
Shoulder Width	NB Florida's Turnpike	4760+80.75	to	4769+86.53	Outside	905.78'	No	to	N/A	N/A
		1792+70.00	to	1796+37.80	Median	367.8'	No	to	N/A	N/A
		5802+13.33	to	5803+89.82	Median	176.49'	No	to	N/A	N/A
		5805+60.70	to	5853+13.15	Outside	4752.45'	No	to	N/A	N/A
Shoulder Width	SB Florida's Turnpike	4758+93.67	to	4761+57.81	Outside	264.14'	No	to	N/A	N/A
		1792+70.00	to	1796+37.80	Median	367.8'	No	to	N/A	N/A
		3802+19.76	to	3805+87.01	Median	367.25'	No	to	N/A	N/A
		3814+74.92	to	3853+13.49	Outside	3838.57'	No	to	N/A	N/A
DESIGN VARIATION: Shoulder Width (Ramps)										
Description	Roadway	Station Limits			Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference	
Shoulder Width (Ramps)	Ramp T-5	758+93.78	to	767+87.87	Median & Outside	894.09'	No	to	N/A	N/A
	Ramp T-9	760+81.57	to	770+18.50	Median & Outside	936.93'	No	to	N/A	N/A
	Ramp T-16	805+60.70	to	825+57.46	Outside	1996.76'	No	to	N/A	N/A
	Ramp T-16	807+40.96	to	819+19.05	Median	1178.09'	No	to	N/A	N/A
DESIGN VARIATION: Vertical Alignment (Curve Length - Mainline)										
Description	Roadway	Station Limits			Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference	

Curve Length (Mainline)	NB Florida's Turnpike	5806+93 to 5813+03	Sag	610'	No	to	N/A	N/A
	SB Florida's Turnpike	3807+20 to 3812+85	Sag	565'	No	to	N/A	N/A
New Locations by Proposer								
Curve Length (Mainline)					-	to	-	-
					-	to	-	-
					-	to	-	-
					-	to	-	-
					-	to	-	-
					-	to	-	-
Indicative Design Number of Locations				2	Proposed Number of locations			
DESIGN VARIATION: Vertical Alignment (K Value - Mainline)								
Description	Location			Value	Used in Proposer's Design?	Location		% Difference
K-Value (Mainline)	NB Florida's Turnpike Bridge Over I-595			294	No			N/A
	NB Florida's Turnpike Bridge Over I-596			299	No			N/A
New Locations by Proposer								
K-Value (Mainline)					-			-
					-			-
					-			-
					-			-
					-			-
					-			-
Indicative Design Number of Locations				2	Proposed Number of locations			
DESIGN VARIATION: Vertical Clearance								
Description	Location			Value	Used in Proposer's Design?	Location		% Difference
Vertical Clearance	NB Florida's Turnpike Bridge Over Eastbound I-595			16.2'	No			N/A
New Locations by Proposer								

Vertical Clearance		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Indicative Design Number of Locations		1	Proposed Number of locations	

TABLE 5: FLORIDA'S TURNPIKE DESIGN VARIATIONS – RESTRICTIONS LEVEL 2

INDICATIVE DESIGN					PROPOSER'S DESIGN				
DESIGN VARIATION: Cross Slope (Number of Lanes)									
Description	Roadway	Station Limits			Length of Need	Used in Proposer's Design?	Station Limits	Length of Need	% Difference
Cross Slope (Number of Lanes)	NB Florida's Turnpike	4719+31.27 to 4724+54.04	5 Lanes+Gore	522.77	No	to	N/A	N/A	
		4724+54.05 to 4740+00.00	5 Lanes	1545.95	No	to	N/A	N/A	
		4740+00.00 to 4749+18.00	6 Lanes	918.00	No	to	N/A	N/A	
		4749+18.00 to 4760+80.75	7 Lanes+Gore	1162.75	No	to	N/A	N/A	
		4760+80.75 to 4774+21.60	5 Lanes+Gore	1340.85	No	to	N/A	N/A	
		1802+15.80 to 1805+57.97	5 Lanes	342.17	No	to	N/A	N/A	
		1805+57.97 to 1815+56.19	7 Lanes	998.22	No	to	N/A	N/A	
		1815+56.19 to 1824+57.84	6 Lanes	901.65	No	to	N/A	N/A	
		1824+57.84 to 1845+61.56	5 Lanes	2103.72	No	to	N/A	N/A	
		1845+61.56 to 1852+90.90	4 Lanes	729.34	No	to	N/A	N/A	
	4852+93.32 to 4853+14.90	4 Lanes	21.58	No	to	N/A	N/A		
	SB Florida's Turnpike	4708+50.00 to 4719+60.15	5 Lanes	1110.15	No	to	N/A	N/A	
		4719+60.15 to 4738+60.15	6 Lanes	1900.00	No	to	N/A	N/A	
		4738+60.15 to 4750+40.15	7 Lanes	1180.00	No	to	N/A	N/A	
		4750+40.15 to 4758+48.21	7 Lanes+Gore	808.06	No	to	N/A	N/A	
		4758+48.21 to 4774+21.60	5 Lanes+Gore	1573.39	No	to	N/A	N/A	
		1788+50.33 to 1790+53.00	6 Lanes+Gore	202.67	No	to	N/A	N/A	
		1790+53.00 to 1796+37.80	6 Lanes	584.80	No	to	N/A	N/A	
		1802+15.80 to 1853+14.90	5 Lanes	5099.10	No	to	N/A	N/A	
	New Locations by Proposer								
Cross Slope (Number of Lanes)					-	to	-	-	
					-	to	-	-	
					-	to	-	-	
					-	to	-	-	
					-	to	-	-	

				-	to	-	-
Indicative Design Number of Locations		12		Proposed Number of locations			
DESIGN VARIATION: Border Width (Mainline)							
Description	Location	Value	Used in Proposer's Design?	Location	Value	% Difference	
Border Width (Mainline)	NB Florida's Turnpike	1802+99 to 1841+10	3811.00	No	to	N/A	N/A
	NB Florida's Turnpike	4717+00 to 4749+18	3218.00	No	to	N/A	N/A
	SB Florida's Turnpike	1822+70 to 1852+40	2970.00	No	to	N/A	N/A
New Locations by Proposer							
Border Width (Mainline)			-	to	-	-	
			-	to	-	-	
			-	to	-	-	
Indicative Design Number of Locations		3		Proposed Number of locations			
DESIGN VARIATION: Border Width (Ramps-CD)							
Description	Location	Value	Used in Proposer's Design?	Location	Value	% Difference	
Border Width (CD)	Ramp-T-4	4717+00.00 to 4749+18.00 LT	3218.00	No	to	N/A	N/A
	Ramp T-9	500+00.00 to 553+36.00 RT	5336.00	No	to	N/A	N/A
		774+92.00 to 795+46.00 RT	2054.00	No	to	N/A	N/A
		799+27.00 to 803+88.00 RT	461.00	No	to	N/A	N/A
New Locations by Proposer							
Border Width (CD)			-	to	-	-	
			-	to	-	-	
			-	to	-	-	
Indicative Design Number of Locations		4		Proposed Number of locations			

Appendix E

Proposal Checklist

Summary and Order of Proposal Contents

Administrative Information		
Proposers should follow the order of this checklist in their submissions. A referenced copy of this document should be submitted with Volume 1 – Administrative Information.		
Proposal Component	Form (if any)	ITP Cross-Reference
A. Executive Summary		
Executive Summary (Exclude MAP information)	No forms provided	Appendix A §2.1
Organization Tables	No forms provided	Appendix A §2.1
B. Proposer Information, Certifications & Documents		
Proposal Letter	Form A	§3.4; Appendix A §2.1
Authorization Documents	No forms provided	§3.4; Appendix A §2.2.1
Non-Collusion Affidavit	Form B	§1.6.2; Appendix A §2.2.2
Conflict of Interest Disclosure Statement	Form C	§1.6.3; Appendix A §2.2.3
Key Personnel Statement of Availability	Form E	Appendix A §2.2.4
Equity Members, Contractors and Key Personnel Commitment	Form G	Appendix A §2.2.5
Equal Employment Opportunity Certification	Form K	Appendix A §2.2.6
DBE Certification and Program Description	Form L	Appendix A §2.2.7
Buy America Certification	Form M	Appendix A §2.2.8
Use of Contract Funds for Lobbying Certification	Form N	Appendix A §2.2.9
Debarment and Suspension Certification	Form O	Appendix A §2.2.10
Changes in Proposer's Organization	Letter from FDOT approving the change	§2.7; Appendix A §2.2.11

Letter of Commitment from Surety or Bank	No forms provided	Appendix A §2.2.12
Draft Single Purpose Entity Corporate Formation Documents	No forms provided	§1.12; Appendix A §2.2.13
Executed copy of Partnering/Consortium Agreement	No forms provided	Appendix A §2.2.14
Additional Entity / Personnel Information	No forms provided	Appendix A §2.2.15; Appendix G
C. Proposal Security		
Proposal Bond or Proposal Letter(s) of Credit	Form D-1 or Form D-2	§3.9; Appendix A §2.3

Technical Proposal		
Proposers should follow the order of this checklist in their submissions. A referenced copy of this document should be submitted with Volume 2 - Technical Proposal. See Appendix E-1 for additional information regarding the components of the Technical Proposal.		
Proposal Component	Form (if any)	ITP Cross-Reference
A. Management / Administration		
Project Management Plan	No forms provided	Appendix B, Section 1.1
Preliminary Quality Plan	No forms provided	Appendix B, Section 1.2
Project Schedule and Construction Phasing / Sequencing Plan	No forms provided	Appendix B, Section 1.3
Major Construction Activities Completion Chart	Form H	Appendix B, Section 1.3
Environmental Compliance Plan	No forms provided	Appendix B, Section 1.4
B. Preliminary Corridor Master Plan Submittal		
Preliminary Corridor Master Plan Submittal	No forms provided	Appendix B, Section 2
Preliminary Corridor Master Plan Submittal Overview	Form I	Appendix B, Section 2
Design Exceptions / Design Variations Table	Form P	Appendix B, Section 2

C. Operations and Maintenance		
Operations and Maintenance Plan ("O&M Plan")	No forms provided	Appendix B, Section 3.1
System Integration Plan	No forms provided	Appendix B, Section 3.2

Financial Proposal		
Proposers should follow the order of the Financial Checklist in their submissions. A referenced copy of this document should be submitted with Volume 3 - Financial Proposal.		
Proposal Component	Form (if any)	ITP Cross-Reference
A. MAP*		
MAP Proposal	Appendix C-2	Appendix C
B. Financial Plan*		
Executive Summary of Proposal (Duplicate of Administrative Volume)	No forms provided	Appendix A §2.1
Organization Tables (Duplicate of Administrative Volume)	No forms provided	Appendix A §2.1
Financial Plan Summary	Appendix C-3	Appendix C-1 §1.7
Financial Plan Memorandum	No forms provided	Appendix C; Appendix C-1 §5
Financial Worksheets Used in Original Financial Model	No forms provided	Appendix C-1 §2.3
Original Financial Model Instructions/Info (model data book) – if separate from Original Financial Model	No forms provided	Appendix C-1 §1.4
Original Financial Model	No forms provided	Appendix C-1 §§2, 4
C. Financial Support Information*		
Commitment Letters	No forms provided	Appendix C §3.1
Underwriting Commitments (if partially or fully underwritten)	No forms provided	Appendix C §3.2

Evidence of Financial Commitments	No forms provided	Appendix C §3.3
Credit Spread Certification	No forms provided	Appendix C §3.4
D. Miscellaneous*		
Actual Insurance Policies Description	No forms provided	§ 6.10
Termination for Convenience Calculation Method	Form J	§ 6.11
Electronic Link to or CDs with Updated Financial Statements from the Financial Statements Provided with SOQ	No forms provided	Appendix C §4.1
Chief Financial Officer certifications / information regarding material changes to Equity Members	No forms provided	Appendix C §4.2
Schedule of Values	Form F	Appendix C §4.3
Electronic Copy of Original Financial Model	No forms provided	Appendix C §4.4; Appendix C-1 §1.1

* Documents submitted to the Escrow Agent pursuant to ITP Section 4.4.

Appendix E-1

Technical Proposal Submittal Details

Item	Media	Label
A. Management / Administration		
Written Technical Proposal Management/Administration: <ul style="list-style-type: none"> • Project Management Plan • Preliminary Quality Plan • Construction Phasing / Sequencing Plan • Major Construction Activities Completion Chart (Form H) • Environmental Compliance Plan 	3-ring binder(s); 4" maximum CD/DVD with original electronic file format and PDFs of all items	CD/DVD Label: <u>Vol 2 Technical Proposal-1. Management / Administration</u>
Project Schedule (Include a duplicate copy of the Major Construction Activities Completion Chart (Form H))	24" x 36" color plots in Primavera format CD/DVD with original electronic file format and PDFs of all items	CD/DVD Label: <u>Vol 2 Project Schedule</u>
B. Preliminary Corridor Master Plan Submittal		
Written Technical Proposal Preliminary Corridor Master Plan <ul style="list-style-type: none"> • Narrative • Preliminary Corridor Master Plan Submittal Overview (Form I) • Design Exceptions / Design Variations Table (Form P) 	3-ring binder(s); 4" maximum CD/DVD with original electronic file format and PDFs of all items	CD/DVD Label: <u>Vol 2 Technical Proposal-2. Preliminary Corridor Master Plan</u>
Typical Section Packages (separate packages for D4 and FTE)	8.5" x 11"	
Pavement Design Packages (separate packages for D4 and FTE)	8.5" x 11"	

Item	Media	Label
Design Exceptions / Design Variations Packages (separate packages for D4 and FTE) (Include a duplicate copy of the Design Exceptions / Design Variations Table (Form P))	8.5" x 11" and /or 11" x 17"	
Typical Section Packages Pavement Design Packages Design Exceptions / Design Variations Packages	CD/DVD with original electronic file formats and PDFs of all items	CD/DVD Label: <u>Vol 2 TSP-PDP-DE/DV</u>
Plan	6'-0" roll plot 1" = 100' 11"x17" 1"= 100'	
Profiles	6'-0" roll plot 1" = 100' 11"x17" 1"= 100'	
Cross Sections	11"x17" 1"= 100'	
Plan Profiles Cross Sections	CD/DVD with original files formats and PDFs of all 11" x 17" sheets and roll plots	CD/DVD Label: <u>Vol 2 Plan; Profile; Cross Sections</u>
I-75 Direct Connection Concept (future; by others)	6'-0" roll plot 1" = 100' 11"x17" 1"=100'	
University Drive Concept (future; by others)	6'-0" roll plot 1" = 100' 11"x17" 1"= 100'	
I-75 Direct Connection Concept (future; by others) University Drive Concept (future; by others)	CD/DVD with original files formats and PDFs of all 11" x 17" sheets and roll plots	CD/DVD Label: <u>Vol 2 I-75 Concept; University Drive Roadway Concept</u>
Master Traffic Control Plan (each phase)	6'-0" roll plot 1" = 100' 11"x17" 1"= 100' CD/DVD with original files formats and PDFs of all 11" x 17" sheets and roll plots	CD/DVD Label: <u>Vol 2 Master Traffic Control Plan</u>
Drainage Map Drainage Calculations	6'-0" roll plot 1" = 100' or 1" = 200' 11"x17" 1" = 100' or 1"= 200' 8.5" x 11" CD/DVD with original files formats and PDFs of all 8.5" x 11" sheets, 11" x 17" sheets and roll plots	CD/DVD Label: <u>Vol 2 Drainage Map; Drainage Calculations</u>

Item	Media	Label
Utility Conflict Matrix Utility Relocation Phasing Plan/Phasing	11" x 17" sheets 6'-0" roll plot 1" = 100' or 1" = 200' 11"x17" 1" = 100' or 1"= 200' CD/DVD with original files formats and PDFs of all 11" x 17" sheets and roll plots	CD/DVD Label: <u>Vol 2 Utility Conflict Matrix; Utility Relocation Plan/Phasing</u>
Structures Concept	11"x17" scale in accordance with SDM CD/DVD with original files formats and PDFs of all 11" x 17" sheets	CD/DVD Label: <u>Vol 2 Structures Concept</u>
Signing & Pavement Marking Concept	6'-0" roll plot 1" = 100' or 1" = 200' 11"x17" 1" = 100' or 1"= 200'	
Lighting Concept	6'-0" roll plot 1" = 100' or 1" = 200' 11"x17" 1" = 100' or 1"= 200'	
Signing & Pavement Marking Concept Lighting Concept	CD/DVD with original files formats and PDFs of all 11" x 17" sheets and roll plots	CD/DVD Label: <u>Vol 2 S&PM Concept; Lighting Concept</u>
Specifications	CD/DVD	CD/DVD Label: <u>Vol 2 Specifications</u>
C. Operations / Maintenance		
Written Technical Proposal 3.1 Operations and Maintenance Plan	3-ring binder(s); 4" maximum CD/DVD with original electronic file format and PDFs of all items	CD/DVD Label: <u>Vol 2 Technical Proposal-3.1 Operatons and Maintenance Plan</u>
Written Technical Proposal 3.2 System Integration Plan	3-ring binder(s); 4" maximum 6'-0" roll plots 1" = 100' or 1" = 200' CD/DVD with original electronic file format and PDFs of all items	CD/DVD Label: <u>Vol 2 Technical Proposal-3.2 System Integration Plan</u>

CDs/DVDs shall be clearly labeled and submitted separately for each line item shown in the table above.

Appendix F

List of FDOT Project Team

1. Reynolds Smith and Hills, Inc.
2. URS Corporation Southern
3. GBF Engineering, Inc.
4. GCME, Inc.
5. BCC, Inc.
6. Construction Engineering Consultants Corporation
7. Media Relations Group LLC
8. PMA
9. Golder
10. Michael Baker & Associates
11. PBS&J
12. Wantman Group
13. Construction Engineering Consultants Corporation
14. Bryant Miller Olive
15. Nossaman Guthner Knox & Elliott LLP and Nossaman LLP
16. GrayRobinson, LLP
17. Jeffrey Parker & Associates
18. Asesores de Infraestructuras
19. Wilbur Smith Associates
20. E-Sciences Inc.
21. Pritchard Environmental
22. Handex Consulting & Remediation, LLC
23. Metcalf and Eddy, Inc.
24. Employees of Marsh USA Incorporated identified in ITP § 1.6.4(G)

Appendix G

Additional Entity / Personnel Information

Proposers shall submit with their Proposals the following information regarding its team for the types of work (TOW) listed below. This information relates either to the qualifications of personnel on a Proposer team or to entities within a Proposer team. Each Proposer must provide to FDOT evidence that its team meets these requirements.

Intelligent Transportation Systems (ITS)

Entity Qualifications:

- TOW 6.3.1 Intelligent Transportation Systems Analysis and Design
- TOW 6.3.2 Intelligent Transportation Systems Implementation
- TOW 6.3.3 Intelligent Transportation Systems Traffic Engineering Systems Communication

Personnel Qualifications: none (firm pre-qualifications will suffice)

Construction Engineering and Inspection (CEI)

Entity Qualifications:

- TOW 10.1 Roadway CEI
- TOW 10.3 Construction Materials Inspection
- TOW 10.4 Minor Bridge and Miscellaneous Structures CEI
- TOW 10.5.1 Major Bridge CEI - Concrete
- TOW 10.5.2 Major Bridge CEI – Steel
- TOW 10.5.3 Major Bridge CEI – Segmental

Personnel Qualifications:

All CEI personnel must be fully qualified in accordance with the Construction Training and Qualification Manual (700-000-001) for the duties they will be performing. FDOT is stipulating qualification requirements for the following two CEI personnel classifications:

CEI SENIOR PROJECT ENGINEER - A Civil Engineer registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) that has six (6) years of post-registration engineering experience (two (2) years of which are in major road or bridge construction or five (5) of which are in major bridge construction) for Complex Bridge Projects. A Master's Degree in Engineering may be substituted for one (1) year

engineering experience.

Required qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection programs; plan and organize the work of subordinates and staff members; develop and/or review policies, methods, practices, and procedures; and review programs for conformance with FDOT standards. This individual must also have the following experience:

Qualification:

- FDOT Advanced MOT;
- Pass the Construction Training Qualification Program examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable); and
- Attend the Construction Training Qualification Program Quality Control Manager course and pass the examination.

Certifications: None

CEI PROJECT ADMINISTRATOR - A Civil Engineer with a degree in Civil Engineering plus two (2) years of engineering experience in construction of major road or bridge structures, or for a non-degreed individual eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, this individual must have a Civil Engineering degree and be a registered professional engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within six (6) months). This individual must have five (5) years of experience (or if this individual is not registered in the State of Florida, have eight (8) years of experience) with general bridge construction experience of which two (2) years for registered project administrators, or four (4) years for non-registered project administrators, must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

Additionally, this individual must have a minimum of twelve (12) months of experience as the project administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a project administrator must have supervised two or more inspectors as well as two or more support staff (office manager, compliance officer, and secretary) and must have been directly responsible for all CEI services assigned.

Concrete Post-Tensioned Segmental years of experience must have included a minimum

of twelve (12) months experience in (1) casting yard operations and related surveying and (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

Concrete Post-Tensioned Continuous Beam years of experience must include monitoring of the following: girder erection; safe use of girder erection cranes; stabilization of girders after erection; false work for temporary girder support; and PT and grouting operations.

This individual must also be able to receive general instructions regarding assignments and exercise initiative and independent judgment in the solution of work problems. This individual must also be able to direct and assign specific tasks to inspectors and assist in all phases of the construction project. This individual must also have the following experience:

Qualifications:

- FDOT Intermediate MOT
- Pass the Construction Training Qualification Program examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable)
- Construction Training Qualification Program Final Estimates Level II

Certifications:

- SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

Other:

- Attend Construction Training Qualification Program Quality Control Manager Course and pass the examination.

Geotechnical – Pile Foundations

Production pile lengths and driving criteria shall be developed by the same engineering firm performing the dynamic pile testing under the direct supervision of a registered professional engineer in the State of Florida. This engineer must have been in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least 5 FDOT bridge projects, including FDOT structures design Category II bridge projects, having driven pile foundations. The engineer's experience shall include the pile type being proposed in the technical proposal. This "responsible charge" experience shall include verifiable and successful static, Osterberg Load Cell and/or Statnamic load test (as will be utilized on the Project) experience, as well as Pile Driving Analyzer (PDA), Wave Equation Analysis Program (WEAP) computer program and Case Pile Wave Analysis Program CAPWAP computer program experience.

Geotechnical – Drilled Shaft Foundations

The Concessionaire shall provide geotechnical and drilled shaft testing consultants with the following minimum qualifications:

- Professional engineers registered in the State of Florida with at least 3 years of post-registration experience in drilled shaft foundation design and construction. The geotechnical foundation design engineer of record must have designed and worked on at least three (3) FDOT bridge projects, including at least one (1) FDOT structures design Category II bridge project with drilled shaft foundations. This “responsible charge” experience shall include verifiable and successful implementation of static, Osterberg Load Cell and/or Statnamic load test results, and evaluation of pilot hole data.
- Drilled shaft superintendents in responsible charge of drilling operations experienced in drilled shaft installation and testing in the State of Florida. This “responsible charge” experience shall include at least three (3) FDOT bridge projects, including at least one (1) FDOT structures design Category II bridge project with drilled shaft foundations.

Acceptance of the Proposer’s personnel does not relieve the Proposer (as the Concessionaire) of the responsibility for obtaining the required results in the completed work.

Utility Coordination Personnel

The Concessionaire may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. However, the Concessionaire shall employ and identify a single dedicated person responsible for managing all utility coordination and design activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the Concessionaire’s proposal. The Utility Coordination Manager shall be required to satisfactorily demonstrate to the FDOT Project Manager having the following knowledge, skills and abilities:

1. A minimum of 4 years of experience performing utility coordination in accordance with FDOT standards, policies, procedures and design criteria;
2. Knowledge of the FDOT plans production process and District 4 utility coordination practices; and
3. Knowledge of FDOT agreements, standards, policies and procedures.