



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Policy

Effective: November 1, 2013

CONFLICTS OF INTEREST POLICY FOR THE ILLIANA EXPRESSWAY

AUTHORITY:

- Public Private Agreements for the Illiana Expressway Act ("Illiana Act")(605 ILCS 130/et seq)
- Illinois Procurement Code (30 ILCS 500/et seq)
- Illiana Rules (Title 44, Illinois Administrative Code, Part 6, Subpart L)

1. INTRODUCTION

To develop guidance for potential Consultants (as defined below) interested in participating in the proposed Illiana Expressway project connecting Interstate Highway 55 in northeastern Illinois to Interstate Highway 65 in northwestern Indiana ("Project"). The Illinois Department of Transportation ("IDOT") has developed this policy concerning actual or potential conflicts of interest ("Policy") in connection with statutory authority and applicable administrative rules. Please be aware that this Policy applies solely to IDOT's potential vendors. The Indiana Department of Transportation ("INDOT") may have a different policy concerning conflicts of interest.

This policy is intended to accomplish the following goals:

- (i) Protect the integrity, fairness, and competitive spirit of the Project procurement process;
- (ii) Avoid circumstances that result in an actual or perceived competitive advantage for potential bidder(s);
- (iii) Provide guidance to enable Consultants to make informed business decisions concerning participation in the Project;
- (iv) Permit Consultants to compete fairly to either work for IDOT or as part of a Project Offeror team;

- (v) Protect the public's and IDOT's interests and, in particular, confidential and sensitive project-specific and programmatic information;
- (vi) Ensure that there is sufficient Consultant expertise available for IDOT and the Project Offerors to successfully implement the Project.

In general, IDOT prefers that the Consultants engaged by IDOT in connection with the Project are dedicated to providing their services to IDOT. Except in limited circumstances, as described in this Policy, Consultants may not participate on a Project offeror team if they are currently performing or have performed services to IDOT related to the Project.

Within the constraints of state and federal law, IDOT recognizes that, given the complexity of the Project, there will be situations in which there is a potential or actual conflict of interest but the strict application of this Policy may not further the goals set forth above or, that there will be tension between some goals. The factors IDOT may examine in relation to the Consultant's potential or actual conflict of interest and its eligibility to perform services for IDOT or as part of the Project Offeror's team include:

- A. Type of consulting services required;
- B. Particular circumstances of the Project or other Public Private Partnership (P3) projects;
- C. IDOT's need for specialized expertise to implement the Project;
- D. IDOT's past, present, or future working relationship with the Consultant;
- E. Time frame between the potential or actual conflict of interest situation and the Project; and
- F. Other factors deemed relevant by IDOT or applicable oversight bodies.

This Policy does not attempt to address every conflict situation that may arise in the context of the Project. This Policy does not mandate IDOT to make a particular decision or determination when facts similar to those given as examples occur during the Project.

All firms and individuals performing work or contemplating the performance of work for IDOT on the Project are also expected to understand and comply with existing IDOT conflict of interest policies, Illinois law, and federal law, including laws related to conflicts of interest. It is the responsibility of each firm and individual to understand and comply with this Policy.

As a tool to assist in such compliance, IDOT will include in the Request for Qualifications (RFQ) for the Project a list of firms and individuals that IDOT believes, at the time of issuance of the RFQ, to have a conflict of interest for the Project pursuant to this policy (the "RFQ List"). The RFQ List will be as inclusive as possible based on the information reasonably available to IDOT at the time the RFQ List is published. However, it remains the responsibility of each firm and individual to be both knowledgeable of this Policy and to comply with the Policy regardless of

who is listed on the RFQ List. If a firm otherwise subject to this Policy is not on the RFQ List, such non-inclusion will not excuse a failure to comply with this Policy.

IDOT may, with concurrence of its Chief Procurement Officer ("CPO"), determine on a case-by-case basis whether a material conflict of interest exists, what are the best interests of the State, and what actions may be appropriate pursuant to the process set forth in Section 8.

2. FEDERAL LEGISLATION AND REGULATIONS

For federal-aid Public Private Partnership (P3) projects, IDOT must comply with the Federal Highway Administration's ("FHWA") organizational conflict of interest rules as set forth in 23 CFR §636.116 and all other applicable federal laws and regulations (e.g. National Environmental Policy Act ("NEPA") rules and regulations) (collectively, "Federal Rules"). IDOT will examine each situation to ensure compliance with the Federal Rules and will utilize the Federal Rules in examining any actual or potential issues that arise in the Project. Furthermore, nothing in this Policy is intended to limit, modify, supersede or otherwise alter the effect of the Federal Rules.

3. OTHER REGULATIONS, STATUTES AND RULES

This Policy is not intended to limit, modify, supersede, or otherwise alter the applicability or effect of other relevant State statutes and rules (e.g. ethical rules pertaining to state employees, lobbyists, and consultant ethics). Procurement rules specific to the procurement of the Project are Title 44, Illinois Administrative Code, Part 6, Subpart L ("Illiana Rules").

4. DEFINITIONS

4.1 AFFILIATE

"Affiliate" means a member of a group of two or more companies related to one another through common ownership, common management, common control or the power to exercise common control. Two corporations are affiliated when one owns less than a majority of the voting stock of the other, or when both are subsidiaries of a third corporation.

4.2 CONFLICT OF INTEREST

"Conflict of Interest" or "COI" means an actual or potential circumstance arising out of a Consultant's existing or past activities, business interests, contractual relationships, or organizational structure wherein:

- A. The Consultant is, or may be, unable to render impartial assistance or advice to IDOT;
- B. The Consultant's objectivity is, or may be, impaired in performing the scope of work IDOT desires;
- C. The Consultant has an unfair competitive advantage;

- D. The Consultant's services to IDOT may create or actually creates an unfair competitive advantage to a third party; or
- E. There is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a third party as a result of a Consultant's participation in the Project.

4.3 CONSULTANT

"Consultant" means any person or business entity (including any division or Affiliate of such entity) retained by IDOT to provide professional consulting services including, without limitation, architectural and engineering, right-of-way acquisition, environmental, procurement assistance, traffic and revenue projections, project oversight services, financial services (including financial advisory and banking services), and legal services in connection with the Project, including subconsultants.

4.4 CONTRACTOR

"Contractor" means a person or business entity that has entered into a Public-Private Partnership with IDOT for the development, financing, construction, management, and/or operation of the Illiana Expressway (see 44 Illinois Administrative Code 6.905).

4.5 FINANCIAL OR OTHER INTEREST

"Financial or Other Interest" means any known benefit other than enhancement of professional reputation, and includes a promise of future work on the Project as well as any indirect benefit of which a Consultant is aware.

4.6 OFFEROR

"Offeror" means any person or business entity (including any division or Affiliate of such entity) that submits a statement of qualifications and is eligible to respond to a request for proposals for the Project.

4.7 SUBCONSULTANT

"Subconsultant" includes any person or business entity (including any division or affiliate of such entity) that has performed or will perform work on behalf of a Consultant to IDOT in the performance of the Consultant's work for IDOT.

Capitalized terms that are not defined in this Policy will have the meanings provided in the Federal Rules, Illiana Act, or Illiana Rules.

4.8 PUBLIC PRIVATE PARTNERSHIP

"Public Private Partnership" or "P3" generally means a contractual agreement formed between a public agency and a private sector entity that allows for greater private sector participation in the

delivery and financing of transportation projects. For purposes of this Policy, P3 includes design-build projects.

5. SCOPE OF POLICY

With this Policy, IDOT addresses eight categories of Consultant services that may be utilized in the context of the Project:

- A. Preliminary engineering and architectural services (“PE Services”);
- B. Procurement services (“Procurement Services”);
- C. Environmental and planning services (“E&P Services”);
- D. Traffic and revenue services (“T&R Services”);
- E. Project oversight services (“PO Services”);
- F. Financial services (“Financial Services”);
- G. Legal services (“Legal Services”);
- H. Other consulting services (“Other Services”).

The foregoing enumerated services are collectively the “Services”. Because of the different considerations and concerns applicable to each of these categories of services, separate guidelines are appropriate. If a Consultant is providing more than one category of Services to IDOT, and there are differences in the standards, restrictions, and limitations applicable to those categories, IDOT may apply the more stringent standards, restrictions, and limitations.

6. APPLICATION OF POLICY TO INDIVIDUALS EMPLOYED BY THE CONSULTANT

If, in IDOT’s determination, or in the opinion of the Department’s CPO, the performance of the Services described in this Policy raises a potential or actual COI for a Consultant, such COI will apply individually and independently to any employee of such Consultant that has participated in a material way in the performance of the Services on a specific Project. If such individual leaves the Consultant’s employment, the potential or actual COI will continue to apply to such individual in the same manner as it applies to the Consultant for the Project.

The potential or actual COI and prohibition with respect to the individual employee may not apply to the individual’s new employer upon a showing that the individual will not be permitted to participate on the Project. In such an instance, if the new employer is otherwise eligible to perform certain Consultant services under this Policy, such new employer may remain eligible despite the employment of such individual, provided that, the employee will be subject to the limitations described in Sec. 7.

7. CONFLICT OF INTEREST RULES

A. Preliminary Engineering and Architectural Services

1. PE Services consist of some or all of the following services provided to IDOT with respect to the Project:
 - a. Preparation of the preliminary design and architectural documents and reports that will be incorporated by others into the Project or P3 solicitation documents (e.g. Request for Qualifications or Request for Proposals);
 - b. Utility and right-of-way mapping and provisions of similar technical documents that will be incorporated by others into the Project or P3 solicitation documents.
2. PE Services do not include (i) evaluation or selection of alignments in connection with the development of NEPA documents, (ii) assistance with development of solicitation documents, Contractor scope of work/technical provisions, evaluation criteria for a Project, or (iii) other items that would fall under the E&P Services or Procurement Services.
3. A Consultant actively engaged in providing PE Services which has previously provided PE services to IDOT with respect to the Project, may be an Offeror or participate as an equity owner, team member, consultant or subconsultant of, or to, an Offeror or have a Financial or Other Interest in any of the foregoing entities with respect to the Project provided that IDOT and the CPO are satisfied that:
 - a. The Consultant will not, or in the case of past performance of PE Services, did not have access to or obtain knowledge of confidential or sensitive information, procedures, policies, and processes that could provide an unfair competitive advantage with respect to the procurement for the Project;
 - b. The data and information provided to the Consultant in the performance of the PE Services is either irrelevant to the procurement for the Project or available on an equal and timely basis to all Offerors; and
 - c. The work products from the Consultant incorporated into or relevant to the procurement for the Project are available on an equal and timely basis to all Offerors.
4. Consultants performing PE Services for IDOT on the Project may participate in a different P3 project as an Offeror or participating as an equity owner, team member, consultant or subconsultant of, or to, an Offeror for the P3 project or have a Financial or Other Interest in any of the foregoing entities with respect to that P3 project. However, IDOT reserves the right to restrict the ability of a Consultant to participate in different P3 projects if in IDOT's judgment, the Consultant has, in the course of performing the PE Services for IDOT, obtained access to or the ability to gain knowledge of confidential or sensitive information,

procedures, policies, and processes that could provide an unfair competitive advantage with respect to the procurement of the other P3 project or otherwise has a Conflict of Interest.

5. A Consultant participating with respect to the Project as an Offeror or Contractor or as an equity owner, team member, consultant or subconsultant of or to an Offeror or Contractor or having a Financial or Other Interest in any of the foregoing entities, is eligible to pursue PE Services work from IDOT for a different P3 project (provided that, once such Consultant is retained to perform PE Services for IDOT, Paragraph A(2) above will apply).

B. Procurement Services

1. Procurement Services consist of some or all of the following services provided to IDOT or INDOT with respect to the Project:
 - a. The development of a procurement strategy;
 - b. Development and preparation of the solicitation documents, Contractor scope of work/technical provisions, or Public Private Agreements for the Project;
 - c. Implementation and administration of the solicitation;
 - d. Preparation or implementation of any evaluation criteria, process, or procedures;
 - e. Evaluation of Offeror submission (e.g., qualification submittals, proposals, etc.);
 - f. Negotiation of the Public Private Agreement for the Project; or
 - g. Other activities determined by IDOT as related to the Project.
2. A Consultant actively engaged and providing Procurement Services to IDOT or INDOT for the Project may not participate as an equity owner, team member, subconsultant or consultant of or to an Offeror, on the Project or have a Financial or Other Interest in any of the foregoing entities on the Project.
3. A Consultant that performed Procurement Services on behalf of IDOT or INDOT for the Project and completed such services may be an Offeror or participate as an equity owner, team member, subconsultant or consultant of, or to, an Offeror on a different P3 project or have a Financial or Other Interest in any of the foregoing entities with respect to a different P3 project, provided that IDOT is satisfied that (i) the Consultant did not have access to or obtain knowledge of confidential or sensitive information, procedures, policies and processes that could provide an unfair competitive advantage to the Consultant or an Offeror with respect to the different P3 project; and (ii) the data and information provided to the Consultant in the performance of the Procurement Services was either irrelevant

to the procurement for the other P3 project or available on an equal and timely basis to all Offerors on that P3 project. In such instances where IDOT is satisfied in the manner described above, IDOT may still, in its discretion, restrict the scope of the Procurement Services for which the Consultant may be eligible to perform in order to further the intent and goals of this Policy.

4. A Consultant participating in a Project as an Offeror or as an equity owner, team member, consultant or subconsultant of or to an Offeror or having a Financial or Other Interest in any of the foregoing entities, may not perform Procurement Services for IDOT for another P3 project at the same time. To the extent that IDOT seeks to retain a Consultant to perform a scope of work that includes both Procurement Services and other work described in this Policy (such as PE Services), the Consultant is not generally eligible for the work.
5. A Consultant participating as a Contractor or as part of a Contractor team for the Project is eligible, after the completion of the procurement for the Project, to perform Procurement Services for IDOT for another P3 project (provided that once such Consultant is retained to perform Procurement Services for IDOT, Paragraphs B(2) and B(3) above will apply).

C. Environmental Services

1. E&P Services consist of some or all of the following services provided to IDOT or INDOT with respect to the Project:
 - a. The study and evaluation of alternatives and potential environmental impacts of the Project;
 - b. Preparation of environmental analysis and impact documents relating to the Project, including facility and corridor analysis and draft and final environmental impact statements;
 - c. Planning associated with the NEPA approval, permitting and clearance process for the project, and
 - d. Planning associated with other (non-NEPA) environmental approvals, permitting and clearance for the Project.
2. A Consultant actively engaged and providing E&P Services described above, with respect to the Project, may not (i) participate as an equity owner, team member, consultant or subconsultant of or to an Offeror for the Project or have a Financial or Other Interest in any of the foregoing entities with respect to the Project, or (ii) have a Financial or Other Interest in the Project at the time that the Consult is providing the services identified in Paragraph 8(C)(1)(a-c).
3. A Consultant actively engaged and providing E&P Services described in Paragraph 8(C)(1)(d) above with respect to the Project may be an Offeror or participate as an equity owner, team member, consultant or subconsultant of or to

an Offeror for the Project or have a Financial or Other Interest in any of the foregoing entities with respect to the Project, provided that IDOT is satisfied that (i) the Consultant will not have access to or obtain knowledge of confidential or sensitive information, procedures, policies, and processes that could provide an unfair competitive advantage with respect to the procurement for the Project; (ii) the data and information provided to the Consultant in the performance of E&P Services is either irrelevant to the procurement for the Project or available upon an equal and timely basis to all Offerors; and (iii) the work products from the Consultant incorporated into or relevant to the procurement for the Project are available on an equal and timely basis to all Offerors.

4. A Consultant previously engaged to provide E&P Services to IDOT or INDOT for the Project and which has completed such services may be an Offeror or participate as or participate as an equity owner, team member, consultant or subconsultant of, or to, an Offeror for the Project or have a Financial or Other Interest in any of the foregoing entities with respect to the Project, provided that FHWA has issued a Record of Decision (ROD), a Categorical Exclusion (CE) or a Finding of No Significant Impact (FONSI) for the Project; and that IDOT is satisfied that (i) the Consultant did not have access to or obtain knowledge of confidential or sensitive information, procedures, policies and processes that could provide an unfair competitive advantage with respect to the procurement of the Project; (ii) the data and information provided to the Consultant in the performance of the E&P Services is either irrelevant to the procurement for the Project or available on an equal and timely basis to all Offerors; and (iii) the work products from the Consultant incorporated into or relevant to the procurement for the Project are available on an equal and timely basis to all Offerors.
5. A Consultant performing E&P Services on behalf of IDOT or INDOT for the Project may participate in a different P3 project as an Offeror or participating as an equity owner, team member, consultant or subconsultant of, or to, an Offeror for the P3 project or have a Financial or Other Interest in any of the foregoing entities with respect to that P3 project. However, IDOT reserves the right to restrict the ability of a Consultant to participate in such manner on a different P3 project if, in IDOT's judgment, the Consultant has, in the course of performing E&P Services for IDOT, obtained access to or the ability to gain knowledge of confidential or sensitive information, procedures, policies, and processes that could provide an unfair competitive advantage with respect to the procurement of the other P3 project or otherwise has a Conflict of Interest.
6. A Consultant participating with respect to the Project as an Offeror or Contractor, as an equity owner, team member, consultant or subconsultant of, or to, an Offeror or Contractor or having a Financial or Other Interest in any of the foregoing entities, is eligible to pursue E&P Services work from IDOT for another P3 project (provided that once such Consultant is retained to perform Procurement Services for IDOT, Paragraphs C(2) and C(3) above will apply).

D. Traffic and Revenue Services

1. Traffic and Revenue (T&R) Services consist of some or all of the following services provided to IDOT or INDOT for the Project:
 - a. Conducting draft and investment grade traffic and revenue studies, toll elasticity studies, toll feasibility studies, toll pricing studies, origin and destination surveys and studies or studies or analysis or a similar nature, including "peer review" studies; or
 - b. Data mining and preparation of reports, analyses, and projections in connection with the traffic and projected revenues.
2. A Consultant actively engaged and providing T&R Services to IDOT or INDOT may not participate as an equity owner, team member, subconsultant or consultant of or to an Offeror for the Project or have a Financial or Other Interest in any of the foregoing entities with respect to the Project.
3. A Consultant previously engaged to provide T&R Services to IDOT or INDOT for the Project and which has completed such services may be an Offeror or participate as or participate as an equity owner, team member, consultant or subconsultant of or to an Offeror for the Project or have a Financial or Other Interest in any of the foregoing entities with respect to the Project, provided that IDOT is satisfied that (i) the Consultant did not have access to or obtain knowledge of confidential or sensitive information, procedures, policies, and processes that could provide an unfair competitive advantage with respect to the procurement of the Project; (ii) the data and information provided to the Consultant in the performance of the T&R Services is either irrelevant to the procurement for the Project or available on an equal and timely basis to all Offerors; (iii) the work products from the Consultant incorporated into or relevant to the procurement for the Project are available on an equal and timely basis to all Offerors; and (iv) there will be no impact on the Project's plan of finance, including the ability to obtain and close funding and potential sources of funding.
4. Consultants performing T&R Services may participate on a different P3 project as an Offeror, or participate as an equity owner, team member, consultant or subconsultant of or to an Offeror for the different P3 project, or have a Financial or Other Interest in any of the foregoing entities with respect to that different P3 project. However, IDOT reserves the right to restrict the ability of a Consultant to participate in such manner on a different P3 project if, in IDOT's judgment, the Consultant has, in the course of performing T&R Services for IDOT, obtained access to or knowledge of confidential or sensitive information, procedures, policies, and processes that could provide an unfair competitive advantage with respect to the procurement of that different P3 project or otherwise has a Conflict of Interest.
5. A Consultant participating with respect to a Project as an Offeror or Contractor or as an equity owner, team member, consultant or subconsultant of or to an Offeror

or having Financial or Other Interest in any of the foregoing entities, is eligible to pursue T&R Services work from IDOT for another P3 project (provided that, once such Consultant is retained to perform T&R Services for IDOT, Paragraph D(2) above will apply).

E. Financial Services

1. Financial Services consist of some or all of the following services for IDOT or INDOT:
 - a. Acting in the capacity of financial advisor to IDOT or INDOT ("FA") by providing advice on finance-related issues, including development of short-term or long-term finance strategy and plans of finance for the Project, and the development of financial aspects of the solicitation documents and the Public Private Agreement;
 - b. Identifying and pursuing sources of funds; or
 - c. Acting as underwriter (either lead or co-lead) for a revenue bond issuance, a TIFIA instrument or a private activity bond issuance on the Project, but excluding underwriters for bonds that are not related to the Project.
2. A Consultant actively engaged and providing Financial Services to IDOT or INDOT for the Project may not participate as an equity owner, team member, subconsultant, or banker for an Offeror on the Project arising during the term of the Consultant's engagement with IDOT or INDOT or have a Financial or Other Interest in any of the foregoing entities with respect to the Project.
3. A Consultant previously engaged to provide Financial Services to IDOT or INDOT for the Project and which has completed such services may be an Offeror or participate as or participate as an equity owner, team member, consultant or subconsultant of or to an Offeror for the Project or have a Financial or Other Interest in any of the foregoing entities with respect to the Project, provided that IDOT is satisfied that (i) the Consultant did not have access to or obtain knowledge of confidential or sensitive information, procedures, policies and processes that could provide an unfair competitive advantage with respect to the procurement of the Project; (ii) the data and information provided to the Consultant in the performance of the Financial Services is either irrelevant to the procurement for the Project or available on an equal and timely basis to all Offerors; and (iii) the work products from the Consultant incorporated into or relevant to the procurement for the Project are available on an equal and timely basis to all Offerors.
4. Generally, Consultants participating with respect to the Project as an Offeror or Contractor or as an equity owner, team member, financial consultant/advisor/banker, consultant or subconsultant of, or to, an Offeror or Contractor or having a Financial or Other Interest in any of the foregoing entities, will be eligible to pursue Financial Services from IDOT for a different P3 project

(provided that once such Consultant is retained to perform Financial Services for IDOT, Paragraphs E(2) and (E(3) above will apply).

F. Project Oversight Services

1. Project Oversight (PO) Services consist of some or all of the following services to IDOT or INDOT:
 - a. Design review;
 - b. Construction oversight and inspections;
 - c. Quality control and quality assurance (QA/QC);
 - d. Project management and overview;
 - e. Contract administration;
 - f. Claims management;
 - g. Public relations and community outreach;
 - h. Right-of-way acquisition services; or
 - i. Appraisals, legal descriptions, condemnation packages or utility assembly reviews
2. A Consultant will not be eligible to perform PO Services on behalf of IDOT for the Project in which the Consultant is acting as the Contractor or is part of a Contractor team, or has a Financial or Other Interest in any of the foregoing entities with respect to the Project.
3. Generally, a Consultant performing PO Services on behalf of IDOT or INDOT may participate on a different P3 project as an Offeror or participating as an equity owner, team member, consultant or subconsultant of, or to, an Offeror for the different P3 project or having a Financial or Other Interest in any of the foregoing entities with respect to that different P3 project. However, IDOT reserves the right to restrict the ability of a Consultant to participate in such manner on a different P3 project, if in IDOT's judgment, the Consultant has, in the course of performing the PO Services for IDOT, obtained access to confidential or sensitive information, procedures, policies, and processes that could provide an unfair competitive advantage with respect to the procurement of that different P3 project or otherwise has a Conflict of Interest.
4. Generally, a Consultant participating with respect to the Project as an Offeror or Contractor or as an equity owner, team member, consultant or subconsultant of or to an Offeror or Contractor or having a Financial or Other Interest in any of the foregoing entities is eligible to pursue PO Services work from IDOT for a different

P3 project (provided that, once such Consultant is retained to perform PO services for IDOT, Paragraph F(2) above, will apply).

G. Legal Services

1. Legal Services consist of some or all of the following services to IDOT or INDOT:
 - a. Providing advice on legal issues and strategies relating to project environmental approvals, planning, procurement, financing, contract administration, risk management, and disputes/claims/litigation; and
 - b. Reviewing, drafting, and negotiating procurement documents, project contracts, and other documents.
2. All applicable professional rules will apply to Legal Services Consultants.
3. A Consultant who is providing or has provided Legal Services to IDOT or INDOT with respect to the Project may not provide Legal Services for an Offeror, an equity owner, team member, consultant or subconsultant of or to an Offeror for the Project, or have a Financial or Other Interest in any of the foregoing entities with respect to the Project.
4. A Consultant that was previously engaged to provide Legal Services to IDOT or INDOT with respect to the Project and completed such services may be an Offeror or participate as an equity owner, team member, legal advisor, subconsultant or consultant of or to an Offeror on a different P3 project, provided that IDOT is satisfied that (i) the Consultant did not have access to or obtain knowledge of confidential or sensitive information, procedures, policies and processes that could provide an unfair competitive advantage to the Consultant or Offeror with respect to the different P3 project; and (ii) the data and information provided to the Consultant in the performance of the Legal Services is either irrelevant to the procurement for the other P3 project or available on an equal and timely basis to all Offerors on that P3 project. In such instances where IDOT is satisfied in the manner described above, IDOT may still, in its discretion, restrict the scope of Legal Services for which the Consultant will be eligible to perform in order to further the intent and goals of this Policy.
5. Generally, a Consultant participating with respect to the Project as an Offeror or as an equity owner, team member, legal advisor, consultant or subconsultant of or to an Offeror or having a Financial or Other Interest in any of the foregoing entities, is not eligible to be hired to perform Legal Services for IDOT for another P3 project at the same time. However, once the procurement process is completed for the Project in which the Consultant is participating as an Offeror or as an equity owner, team member, legal advisor, consultant or subconsultant of, or to, an Offeror or a Potentially Adverse Agency, the Consultant will be eligible to be retained by IDOT to perform Legal Services for a different P3 project (provided that, once such Consultant is retained to perform Legal Services for IDOT, Paragraphs G(2) and G(3) above will apply).

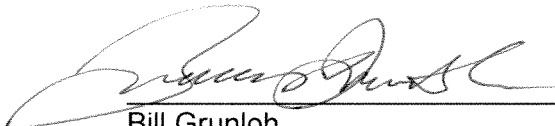
H. Other Services

Professional engineering, financial, legal, and consulting services utilized from time to time by IDOT or INDOT with respect to the Project that do not fall within any of the categories described above will be analyzed by IDOT on a case-by-case basis, applying the principles and goals set forth in this Policy.


8. REQUESTS FOR EXCEPTIONS

A Consultant, subconsultant, or an individual may seek an exception to the above restrictions by submitting a written request to IDOT's Director or Highways. The decision to approve or deny a request will be made by IDOT's Secretary of Transportation, or his/her designee, with concurrence of IDOT's Chief Procurement Officer within a reasonable time after submission of a complete request pursuant to the applicable administrative rules for the Project.

The request will describe the facts and circumstances of their Consultant's, subconsultant's, or individual's involvement on the Project and the nature of its proposed participation with an Offeror or Offeror team on the Project. The request will specifically disclose whether the requestor at any time (i) was involved in the preparation of procurement documents, technical criteria, or evaluation criteria for the Project or any other public private partnership project; (ii) participated in Project-related meetings or conference calls with IDOT or with IDOT's legal advisors or financial advisors; or (iii) works or has worked for one of IDOT's advisors or for IDOT on the Project after the Financial Closure Date for the Project. IDOT retains the right to accept or deny any request for exception to this policy and any delays or costs resulting from the failure to request an exception in a timely manner will be the responsibility of the firm or individual.



Bill Grunloh
Chief Procurement Officer



Ann L. Schneider
Secretary