



COLORADO  
DEPARTMENT OF TRANSPORTATION  
REGION 2

**DRAFT Instructions to Proposers and  
Notice to Bidders**

Region 2 Bridge Bundle  
Design-Build Project

PROJECT NO.: FBR R200-266  
SUBACCOUNT NO.: 23558

**PROPOSALS DUE:**

**September 23, 2021**

**2:00 PM Mountain Standard Time**

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## **FORMS**

Form A	Proposal Letter / Incumbency Certificate
Form B	Information about Proposer and Major Participant
Form C	Non-Collusion Affidavit
Form D	Buy America Certification (FHWA)
Form E	Debarment and Suspension Certification
Form F	Certification Regarding Use of Contract Funds for Lobbying
Form G	Certification of Compliance with Equal Opportunity Clause Requirements
Form H	Escrow Agreement
Form I	Key Personnel Information
Form J	Proposer's Price Allocation Form
Form K	Option Price Form
Form L	Proposal Bond
Form M	Opinion of Counsel
Form N	Payment Bond
Form O	Performance Bond
Form P	Completion Deadlines
Form Q	Additional Requested Elements (AREs) Form
Form R	Additional Design Exceptions Form
Form S	Disadvantaged Business Enterprise Good Faith Effort Affidavit
Form T	Upset Amount Determination Form

## **1.0 INTRODUCTION**

The Colorado Department of Transportation (CDOT) has issued this Draft Request for Proposals (RFP), dated May 13, 2021 to solicit competitive Proposals for a Design-Build Contractor (“Contractor”) to enter into a Contract (“Contract”) to design and construct the Region 2 Bridge Bundle Design-Build Project (the “Project”). Proposals will only be considered from those Proposers that were notified by CDOT that they were short-listed under CDOT’s Request for Qualifications (RFQ) issued on September 23, 2021.

This document constitutes the Instructions to Proposers (ITP) for the RFP. The Proposer shall not rely solely on the limited information contained in this ITP, but instead shall also refer to the appropriate sections of the Request for Proposals Documents (RFP Documents) for specific information and requirements.

General status of the (National Environmental Policy Act) NEPA process can be found in the Book 2, Section 5, of the RFP.

### **1.1 Certain Definitions**

As used herein, the term “Major Participant” means any of the following entities: all general partners or joint-venture members of the Proposer; all individual(s), person(s), proprietorship(s), partnership(s), limited-liability partnership(s), corporation(s), professional corporation(s), limited-liability company(ies), business association(s), or other legal entity(ies), however organized, holding (directly or indirectly) a 15% or greater interest in the Proposer; any Subcontractor(s) that will perform Work valued at 10% or more of the overall Contract amount; the lead engineering/design firm(s); and each engineering/design Sub-consultant that will perform 20% or more of the design work.

CDOT will not disqualify any Submitter if a Submitter’s Major Participant belongs to more than one Submitter organization for this request, if that Major Participant is nonexclusive and specified as such.

Book 1, Exhibit A, contains the defined terms used in the RFP and ITP.

### **1.2 Request for Proposals Documents**

The RFP package includes the following documents (“RFP Documents”):

1. Instructions to Proposers
2. Contract Documents
  - i. Book 1 – Design-Build Contract
  - ii. Book 2 – Technical Requirements
  - iii. Book 3 – Applicable Standards, Data, and Reports
  - iv. Book 4 – Contract Drawings
  - v. Reference Documents (for information only)

A Proposal will also be considered a Contract Document, as set forth in Book 1, Section 1.3.

### **1.3 Project Description**

The Project description is as set forth in Book 2, Section 1.

### **1.4 Project Funding**

The Project will be funded with a combination of State of Colorado (State) and Federal funds. Proposers must comply with all applicable Federal, State, and local requirements.

## **1.5 CDOT Project Values**

CDOT holds values for all of its projects and the Project has a purpose and need that drives its execution. The values should be maintained throughout the Project in decision making. Whereas the Project values are not being used for specific scoring measures, they are incorporated into the Project goals. For this Project, CDOT seeks to replace several structures for the residents, travelers, and freight users of these important corridors by:

1. **Safety** – Work together to achieve a high-performing safety culture on the Project.
2. **Quality** – Accountability of design and construction that ensures Work is completed to the highest standard.
3. **Integrity** – The Project team is held to the highest moral and ethical standards.
4. **Communication/Teamwork** – Good communication, the key to teamwork.

## **1.6 CDOT Upset Amount**

The cost of the Work required for the Basic Configuration of the Project plus the cost of any Additional Requested Element(s) (ARE) included in the Proposal, shall not exceed CDOT's Upset Amount of **\$43,400,000**. The Basic Configuration and AREs are defined in Book 2, Section 1. The Proposer shall submit Form T indicating whether the Proposer's Price is less than or equal to the Upset Amount. Form T shall be included in accordance with ITP Section 3, Volume VI.

## **1.7 Project Goals**

The Project goals are the basis for evaluation of the Technical Proposal. CDOT has established following goals for the Project:

1. **Maximize project scope and improvements within the project budget and schedule.**
  1. Provide solutions to complete the Project's Basic Configuration and AREs.
  2. Maximize the integration of the Project Goals and Values.

CDOT's goal is to construct as many of the structures as possible within the financial constraints of the Project. The Proposer is encouraged to provide as much additional construction, defined by the AREs, as possible.

2. **Minimize project delivery time.**
  1. Ensure that obligation and completion dates meet or beat the statutory requirements.
  2. Balance the cost and time, while delivering the project within budget

The Federal Highway Administration (FHWA) Competitive Highway Bridge Program (CHBP) Grant that is partially funding this Project has statutory requirements of obligation by September 2021 and completion by September 2026.

3. **Minimize inconvenience to the traveling public during construction.**
  1. No full-closures of highways.
  2. Develop an approach to managing traffic that minimizes travel times



Commitments in the FHWA CHBP Grant application included no full highway closures to construct the project. The rural nature of the structure locations does not lend itself well to highway closures with off-site detours.

#### **4. Maximize new structure service life.**

1. Provide design and construction strategies that will be used to extend the service life of the replaced structures.

An opportunity to achieve the most long-term benefit from available funding is to design and construct bridges that can provide significantly longer terms of service. The current AASHTO LRFD Bridge Design Specifications provide a standardized approach to bridge design and indicate a 75-year design service life is expected when the Specifications are implemented. Colorado Bridge Enterprise Strategies for Enhancing Bridge Service Life document identifies strategies that enhance the features of the AASTHO guidelines for the purpose of limiting corrosion of bridge components so that structures will last beyond the standard 75 years, but not less than 100 years.

### **1.8 Additional Requested Elements (AREs)**

CDOT has identified AREs that are beneficial to the Project and desires these AREs to be included within the CDOT Upset Amount or a fixed Proposer's Price that is less than the CDOT Upset Amount. Each ARE is described in Book 2, Section 1, and is further discussed in this ITP. If an ARE(s) or portions of the ARE(s) are included in the Proposer's Price, the ARE(s) or portions of the ARE(s) shall be incorporated into the Basic Configuration as described Book 2, Section 1, and shall become Proposer's Basic Configuration. Best Value Determination, in regards to AREs is further described in this ITP. ARE(s) shall be presented in accordance with the proposal process and this ITP.

The Proposer should include as many of the AREs as possible in its Proposal that must be at or below the CDOT Upset Amount or a fixed Proposer's Price that is less than the CDOT Upset Amount. The AREs included as part of the Proposal shall include a comprehensive narrative of the Work, including commitments and value-added elements, to be completed as part of the ARE. The Price to complete the ARE shall be included in Form J, according to Section 3.

If the Proposer's Contract Price for the Basic Configuration is more than the CDOT Upset Amount, AREs shall not be included in the Proposal, unless the contractor chooses to submit them as an Option.

Exhibits that define the Work for each of the AREs are included in Book 2, Section 1.

### **1.9 Options**

AREs that the Proposer is unable to include in its Proposal within CDOT's Upset Amount, may become an Option. The Proposer may choose to include a price for each Option with its Proposal on Form K. Prior to the dates indicated in Book 1, CDOT shall have the right, but not the obligation, to Accept any one or more of the Options at the Option Price included in the Proposal.

### **1.10 Contract Drawings and Reference Documents**

The Contract Drawings included in Book 4, are Contractually binding and are Subject to the Contractor's right to a Change Order set forth in the Contract, with respect to Necessary Design Changes. The Proposer has sole responsibility for reviewing the reference design and assessing its adequacy or inadequacy to meet the Contract requirements.

The Contractor is not required to conform to the drawings included in the Reference Documents except to the extent defined by the Basic Configuration description set forth in Book 2, Section 1, and to the extent specifically incorporated in the Contract Documents, although such documents contain design solutions

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and other information the Proposer may find valuable in meeting the requirements of the Contract Documents.

Regardless of the level of completion or suitability of any portion of the Reference Documents, the Contractor shall be solely responsible for Project design, and CDOT shall have no liability or obligation as a result of design work contained in the Reference Documents. The Proposer is encouraged to develop and present alternate and innovative designs to CDOT through the ACC/ATC Process. The Reference Documents are provided solely for the Proposer's reference and are without representation or warranty by CDOT, unless specifically stated otherwise in Book 1.

### **1.11 Notice to Proceed**

CDOT intends to complete the procurement process and execute the Contract within 60 Days after selection. For this Project, CDOT is planning to use a Phased Notice to Proceed (NTP) Approach. It is anticipated there will be two milestone NTPs issued, as described in Book 2, Section 2. The anticipated NTPs are NTP1, Design, and NTP2, Design and Construction. Each NTP will require a completion of deliverables identified in the Contract.

## 1.12 Proposal Process Schedule

The dates of Proposal process milestones listed in Table 1-1 are subject to modification through amendment to the RFP.

**Table 1-1 Proposal Process Schedule**

<b>Milestone</b>	<b>Date</b>
Issue Draft RFP (Dated June 10, 2019) to Shortlisted Teams	May 13, 2021
Session #1 of one-on-one non-confidential Industry Review Phase meetings	May 25 - 27, 2021
Last day for Proposer Requests for Information (RFI) on Draft RFP	June 3, 2021
Last day for CDOT Responses to RFI on Draft RFP	June 10, 2021
Issue Final RFP to Shortlisted Teams	June 10, 2021
Session #1 of one-on-one confidential meetings for ACC and ATC with Proposers	June 22 - 24, 2021
Session #2 of one-on-one confidential meetings for ACC and ATC	July 13 - 15, 2021
Final Submittal Due Date for all ACC. 14 calendar days after each Proposer's Session #2 of confidential meetings.	July 27 - 29, 2021
Session #3 of one-on-one confidential meetings for ATC	August 3 - 5, 2021
Final Submittal Due Date for all ATC. 7 calendar days after each Proposer's Session #3 of confidential meetings.	August 10 - 12, 2021
Last day for CDOT responses to all outstanding, ACC, and ATC	August 19, 2021
Final Submittal Due Date for all RFI	August 19, 2021
Last day for CDOT responses to all outstanding RFI	August 26, 2021
Final Addendum to RFP issued	August 26, 2021
Last Day for Proposer RFIs on the Final Addendum to RFP. Questions limited to Addendum Revisions.	September 2, 2021
Last Day for CDOT Responses to ACCs, ATCs and RFI on the Final Addendum.	September 9, 2021
Proposal Due Date and Time	September 23, 2021 2:00 PM Mountain Standard Time
Selection notification	November 18, 2021
Escrowed Proposal Documents (EPD) due Date	November 18, 2021
Anticipated Design-Build First Notice to Proceed (NTP1)	December 2021

## 2.0 PROPOSAL PROCESS

### 2.1 CDOT Contact

Scott Dalton is the CDOT Project Director. As the Project Director, Mr. Dalton is CDOT's sole contact person and addressee for receiving all communications regarding the Project. All inquiries, comments, agendas, and scheduling of meetings regarding the Project shall be sent via email to [scott.dalton@state.co.us](mailto:scott.dalton@state.co.us) and shall include wording in the "Subject" line that further defines the transmittal. (As an example, for an agenda, "Subject" might read [Proposer] Industry Review Agenda for [Date])

### 2.2 CDOT's Document Management System

CDOT will be using the Google Suite for its Document Management System (DMS) for this phase of the procurement.

### 2.3 Pre-Proposal Meetings

#### 2.3.1. Meeting Location

Location for all meetings during the Proposal Process shall be in Pueblo or Colorado Springs and/or virtual depending on pandemic requirements related to capacity and social distancing and shall be set at a location where the Proposer chooses to ensure confidentiality of the meetings. This location shall be communicated a minimum of five business Days in advance of the meeting and shall be confirmed with the Project Director. CDOT Region 2 HQ in Pueblo or North Program HQ in Colorado Springs may be an option, depending on the availability of conference rooms and COVID 19 protocols.

#### 2.3.2. One-on-One Meetings

CDOT will hold one non-confidential, one-on-one meeting for each Proposer during the Industry Review phase and up to three confidential, one-on-one meetings with each Proposer during the Final RFP phase. Each meeting shall be no longer than four hours in duration. The Proposer shall provide the proposed agenda and questions for each meeting a minimum of three business Days in advance of the meeting date, along with any requests for attendance by CDOT technical experts relevant in the matters to be discussed.

##### 2.3.2.1 Industry Review Phase

The non-confidential, one-on-one meeting during the Industry Review phase, will be held primarily to solicit comments and to request clarifications on the Draft RFP. The Proposer may discuss potential ACCs and ATCs at the meeting, but is cautioned that issues and topics discussed at this time may not be considered proprietary and could be included in the Final RFP.

##### 2.3.2.2 Final RFP Phase

The confidential, one-on-one meetings held after the issuance of the Final RFP, will be primarily for the Proposer to present and discuss proprietary and confidential ACCs and ATCs. The Confidentiality of our Proposers is very important to CDOT. Subject to applicable law, CDOT will use reasonable efforts to maintain confidentiality during the Proposal process. CDOT confidential one-on-one meetings to discuss ACC/ATC with each Proposer, if any, are not subject to the Colorado Open Records Act during the procurement period. All discussions with the Proposer regarding ACC/ATCs will remain confidential until the procurement process is complete.

### 2.4 Alternative Configuration Concepts (ACCs)

CDOT encourages the Proposer to recommend ACCs (Alternatives to the Basic Configuration) as described in Book 2, Section 1. ACCs to the Basic Configuration require Executive Oversight Committee (EOC) Approval; therefore, the Approval process for ACCs described in Sections 2.6 and 2.7 below will require additional coordination time.

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As a part of the ACC Approval process, the Proposer shall submit a timeline with deadlines for EOC Approval of the ACC in order to realize the full benefit of the ACC. The Basic Configuration is a Contract requirement, except to the extent that it is superseded by pre-Approved ACCs under this Section.

CDOT will only Approve ACCs that are equal or better in quality or effect than the Book 2, Section 1 Contract Basic Configuration (as determined by CDOT in its sole discretion). ACCs that provide less than equal quality and/or effect will not be Approved.

ACCs may be submitted without an Approval letter as part of the Proposal, if so this ACC(s) will be submitted at the Proposer's risk. Acceptance of the Proposal will not guarantee Approval of the ACC(s). The Proposer shall assume all risks associated with the submission

## **2.5 Alternative Technical Concepts (ATCs)**

CDOT also encourages the Proposer to recommend alternatives to the Technical Criteria. Proposer-recommended alternatives to the requirements found in Book 2, Sections 2 through 20, shall be considered ATCs under this Section.

As part of the ATC process, CDOT will consider proposals to package or bundle structures into segments with contractor defined completion dates that the selected contractor will complete and then seek final acceptance for that particular segment. CDOT will consider proposals in which CDOT will issue final acceptance for everything except landscape establishment and shall consider proposals to release a portion of retainage, reduce the bond amount, begin the warranty period for an accepted segment, and relieve the selected contractor from responsibility for oversight and maintenance of an accepted segment. CDOT may approve ATCs for various segment plans, but CDOT reserves the right to revise contract documents to allow for segment acceptance and the release of various obligations that would apply to all proposers and reserves the right to determine if liquidated damages will apply to segment completion dates.

The Approval process for ATCs is described in Section 2.6 and 2.7 below. The CDOT Project Director will Approve ATCs that are equal or better in quality than the Contract requirements (as determined by CDOT in its sole discretion). ATCs that provide less than equal quality and/or effect will not be Approved.

ATCs may be submitted without an Approval letter as part of the Proposal, if so this ATC(s) will be submitted at the Proposer's risk. Acceptance of the Proposal will not guarantee Approval of the ATC(s). The Proposer shall assume all risks associated with the submission.

## **2.6 Pre-Proposal Submission of ACCs/ATCs**

The Proposer shall submit a searchable electronic .PDF file, compatible with Adobe Acrobat, of its desired ACCs/ATCs via CDOT's **DMS** no later than the date shown in the proposal schedule to Scott Dalton, CDOT Project Director. The submittal shall include the "Subject" line [Proposer's Name] – ACC (or ATC) No. [ ] – Rev No. [ ]. The attached electronic file name must include **23558**– [Proposer's Name] – ACC (or ATC) No. [ ] – Rev No. [ ]. Sequential numbering shall be used by the Proposer for each ACC/ATC submission. The words "**CONFIDENTIAL – PROPRIETARY INFORMATION**" shall be clearly marked on the documents.

Each ACC/ATC submission shall include:

1. Identification: a sequential ACC/ATC number.
2. Description: a description and conceptual drawings (if applicable) of the ACC/ATC or other appropriate descriptive information.
3. Usage: an explanation of where and how the Proposer would use the ACC/ATC on the Project.

4. Deviations: references to the RFP requirements with which the ACC/ATC is recommended as an alternative, with specific revisions shown to the related text of the Contract Documents, and a request for Approval of such alternative.
5. Analysis: an analysis justifying the Proposer's use of the ACC/ATC and describing how it provides equal or better quality or effect.
6. Impacts: a preliminary analysis of potential environmental impacts/clearances (including National Environmental Policy Act [NEPA] reevaluations), community impacts (including additional public involvement), safety impacts, and maintenance and operational impacts and lifecycle cost that the Proposer would be required to complete as part of the ACC/ATC.
7. Cost and Benefit Analysis: a detailed breakdown of any savings that would accrue to CDOT as a result of the ACC/ATC or a statement to the effect that there are no such cost savings. If a savings is realized, state where the savings will be applied to maximize Project scope and if it reduces the Proposer's Contract Price.
8. Schedule Impacts: an estimate of any impact to the schedule necessary to design and construct the Project resulting from implementing the ACC/ATC, as well as a schedule graphically showing the ACC/ATC impact or a statement to the effect that there are no impacts.
9. Risks: a description of any additional risks to CDOT or third parties associated with implementation of the ACC/ATC.
10. Quality: a description of how the ACC/ATC, in terms of quality and performance, is equal to or better than the RFP requirements.
11. Right-of-Way: a description, estimated cost, and procurement schedule of any additional right-of-way required to implement the ACC/ATC as part of the Work.
12. Past Use: Identification of other projects on which the ACC/ATC (or a substantially similar approach) has been implemented, regardless of the results, and the relevance of such experience.
13. Any other information required by CDOT.

In the event that implementation of an ACC/ATC will require Governmental or Environmental Approvals/clearances and or Permits, the Proposer shall provide a list of these required Approvals/clearances and or Permits and shall have full responsibility for obtaining any such Approvals/clearances and or Permits.

If any required Approval/clearance is not subsequently granted, with the result that the Proposer must change its approach to meet the original requirements of the Contract Documents, the Proposer shall not be eligible for a Change Order that increases the Contract Price or extends the Completion Deadlines.

## **2.7 CDOT's Review of Alternative Configuration/Technical Concepts (ACC/ATC)**

CDOT intends to review the ACCs/ATCs and provide verbal comments, as determined at CDOT's sole discretion, to each Proposer during one-on-one meetings during the Final RFP phase in advance of Proposal submission. Verbal comments shall not be considered Approval or not approving the proposed ACC/ATC.

The Proposer may submit ACCs/ATCs any time after the Draft RFP release for CDOT's written response within the limits of the proposal process schedule outlined in Table 1-1. Any ideas submitted prior to Final RFP may not be considered proprietary and could be included in the Final RFP. CDOT will use reasonable efforts to provide the Proposer a written response within 14 Days.

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CDOT's written response to submitted ACCs/ATCs will be limited to one of the following statements:

1. The ACC/ATC is Approved
2. The ACC/ATC is not Approved
3. The ACC/ATC is Approved with Conditions. CDOT will identify any Conditions which must be met in order to Approve the ACC/ATC
4. CDOT may provide comments on ACCs/ATCs to enable the Proposer to revise and resubmit the ACCs/ATCs for additional consideration. CDOT does not commit to Approving any ATC if the comments are addressed. However, if the Proposer requires additional clarification regarding necessary changes, the Proposer may provide a written confidential Request for Clarification to CDOT.

The Proposer may incorporate zero, one, or more Approved ACCs/ATCs as part of its Proposal. Copies of CDOT's ACC/ATC Approval letters for each incorporated ACC/ATC shall be included in the Proposal. If CDOT responded to an ACC/ATC by stating that certain Conditions must be met for Approval, the Proposer may incorporate such ACC/ATC with the Conditions into its Proposal at its risk. If the Proposer incorporates an ACC/ATC with Conditions into its Proposal, the Proposer shall be responsible to comply with such ACC/ATC Conditions if Awarded the Contract. If a Proposer chooses to include additional ACCs/ATCs, that CDOT has not yet reviewed, they do so at risk. The ACCs/ATCs submitted are not inherently approved and CDOT reserves the right to Approve or reject those ACCs/ATCs at its discretion.

Except for incorporating ACCs/ATCs, approved or at risk, in accordance with these and other Contract Document Requirements, the Proposal may not otherwise contain exceptions to, or deviations from, the requirements of the RFP.

## 3.0 PROPOSAL STRUCTURE, REQUIREMENTS, FORMAT, AND SUBMISSION

### 3.1 Proposal Structure

The Proposal shall contain the volumes listed below and shall respond fully to all applicable requirements of the RFP.

Volume I	Executive Summary
Volume II	Proposer Information, Forms, and Certifications
Volume III	Technical Proposal
Volume IV	Project Plans, AREs, ACCs, ATCs, Schedule, and Draft Civil Rights Plan
Volume V	Price Proposal (Form J)
Volume VI	Upset Amount Determination (Form T)
Volume VII	Options Proposal (Form K) (Submittal Optional)

Detailed instructions for submittal of each of the Proposal Volumes is included as Appendix A.

Unless stated otherwise, all Proposal forms included as part of this ITP shall be completed by the Proposer and submitted with Volume II.

### 3.2 Proposal Requirements

The contents of each Volume of the proposal is summarized below in the following sections.

#### 3.2.1. Volume I – Executive Summary

The Proposer shall submit via CDOT DMS an Executive Summary limited to no more than 10 pages, inclusive of text, photographs, and/or renderings. Up to a maximum of 3 of the 10 pages in the Executive Summary may be 11 x 17 pages. Each 11 x 17 page shall be counted as one page.

The Executive Summary shall contain sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal and financial requirements of the Contract. In addition to meeting the requirements of the contract, the Proposer is encouraged to highlight in the Executive Summary those items that, in the opinion of the Proposer, represent added value by exceeding the RFP requirements and Project goals and will distinguish its Proposal from those of other Proposers.

The Executive Summary shall include a comprehensive summary of pertinent information from each Volume of the Proposal, as follows:

1. Proposal Overview Statement:  
A summary of the Proposal's organization and contents, including a table of contents of the Proposal with page numbers identified.
2. Proposer Information and Certifications:  
A summary of the legal structure of the Proposer, agreements among the Proposer team members, and any legal commitments to the Project.
3. Technical Proposal:  
A summary of the Proposer's Technical Proposal, including a brief discussion of the benefits associated with implementing any ACCs, ATCs, and AREs that the Proposer has incorporated in the Technical Proposal.



The Executive Summary shall be suitable for presentation to, and for review by the Executive Oversight Committee and other Project Stakeholders. The Executive Summary may be released to the media after Award of the Contract. Therefore, sensitive or confidential information that may be misused, misconstrued, or misrepresented shall not be included or discussed in the Executive Summary.

### **3.2.2. Volume II – Proposer Information, Forms and Certifications**

The Proposer shall submit the required information indicated in the following sections for Volume II via CDOT DMS.

#### **3.2.2.1 Proposal Letter**

The Proposer shall submit a Proposal letter using Form A.

#### **3.2.2.2 Information about Proposer Organization**

The Proposer shall include Form B for the Proposer and for each Major Participant with modifications as appropriate for each Major Participant.

If the Proposer plans to form a joint venture (JV) or a special purpose vehicle (SPV), the Proposer shall submit the JV or SPV agreement. If the agreement is not yet complete, the Proposer shall describe the intent of the agreement and submit a copy of the agreement to CDOT after selection.

The Proposer shall describe any changes in the Proposer's organization since the Statement of Qualifications (SOQ) submittals, including Key Personnel or Major Participants (see additional information below), and shall include Form I and submit a copy of CDOT's Approval letter for each such change.

Additional Key Personnel are identified in the RFP. Include Key Personnel on Form I for all required positions. A CDOT Approval letter is not required for the positions added after SOQ.

#### **3.2.2.3 Non-Collusion Affidavit**

The Proposer shall submit Form C certifying the Proposal is not the result of, and has not been influenced by, collusion.

#### **3.2.2.4 Buy America Certifications**

The Proposer shall submit Form D certifying that only domestic steel and iron will be used for the construction portion of the Project.

#### **3.2.2.5 Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Form E shall be completed by the Proposer and Major Participants and shall be submitted with the Proposal.

Form E, with respect to Subcontractors and others than the Proposer and Major Participants, may be submitted up to 10 Days after the Proposal Due Date or after the subcontract has been executed.

#### **3.2.2.6 Use of Contract Funds for Lobbying**

The Proposer shall submit Form F regarding use of Contract funds for lobbying.

#### **3.2.2.7 Equal Employment Opportunity**

Form G shall be completed by the Proposer and Major Participants and shall be submitted with the Proposal.

Form G, with respect to Subcontractors and others besides the Proposer and Major Participants, may be submitted up to 10 Days after the Proposal Due Date or after the Subcontract has been executed.

### **3.2.2.8 Authorization Documents**

#### **3.2.2.8.1 Organizational Documents**

The Proposer shall provide a copy of the articles of incorporation and bylaws of the joint venture agreement, partnership agreement, limited liability company operating agreement, or equivalent organizational documents for the Proposer and each Major Participant upon future written request by CDOT. The documents shall be consistent with the responsibilities to be undertaken by the Proposer and Major Participants under the Contract.

#### **3.2.2.8.2 Evidence of Good Standing and Qualification to do Business**

If the Proposer is a corporation or limited liability company, the Proposer shall provide evidence that the Proposer is in good standing in the state of its incorporation/organization and of current qualification to do business in the State of Colorado. If the Proposer is a joint venture or partnership, the Proposer shall provide the foregoing evidence for each member of the joint venture or each general partner.

#### **3.2.2.8.3 Authorization to Bind the Proposer**

If the Proposer is a partnership, joint venture or limited liability company, of the governing bodies of the Proposer's general partners, joint venture partners, or members shall provide evidence in the form of a certified resolution of its governing body, evidencing the capacity of the person(s) signing the Proposal to bind the Proposer should CDOT elect to accept it.

The Proposer shall also provide appropriate evidence regarding the authority of any designated individual(s) to sign the certificates required by this RFP on behalf of the Proposer, joint venture, or limited liability company. Such authorization may take the form of a certified copy of corporate or other resolution(s) authorizing the same.

#### **3.2.2.8.4 Authorization to Negotiate**

The Proposer shall provide appropriate evidence regarding authorization of one or more individuals to participate in the negotiation process if necessary and make binding commitments to CDOT in connection with this RFP. Such authorization may take the form of a certified copy of corporate or other resolution(s) authorizing the same.

#### **3.2.2.8.5 Joint and Several Liability**

If the Proposer is a joint venture, partnership, or limited liability company, the Proposer shall provide a letter from each partner or member of the joint venture or limited liability company stating that the respective partner or member of the joint venture or limited liability company agrees to be held jointly and severally liable for any and all duties and obligations of the Proposer under the Proposal and under any Contract or other agreement arising there from.

#### **3.2.2.8.6 Disadvantaged Business Enterprise Good Faith Effort Affidavit**

Form S shall be completed by the Proposer and shall be submitted with the Proposal.

#### **3.2.2.9 Escrow Agreement**

The Proposer shall deliver with its Proposal three signed originals of the Escrow Agreement on Form H. The Proposer shall also deliver the Escrowed Proposal Documents (EPD) per Form H, and as specified in the Escrow Agreement, as specified in Table 1-1 Proposal Process Schedule.

#### **3.2.2.10 Proposal Bond**

The Proposer shall submit a Proposal Bond in the sum and in the form set forth in Form L. The Proposal Bond shall be issued by a fully qualified surety company meeting the requirements set forth in Book 1.

### **3.2.2.11 Form Q Additional Requested Elements (AREs)**

The Proposer shall submit a Form Q showing any AREs that are included in the Project within the Upset Amount.

### **3.2.3. Volume III – Technical Proposal**

The Proposer shall submit via CDOT DMS, Volume III - Technical Proposal. The Technical Proposal shall not exceed 50 pages. Both 8.5 x 11 pages and 11 X 17 pages are considered to be 1 page and up to 10, 11 X 17 pages may be included in Volume III. Although 11 X17 pages are allowed it is highly encouraged to utilize the 11 X 17 pages only to present graphics, tables and other information that cannot be easily presented on 8.5 X 11 narrative. Forms, dividers and table of contents are not included in the 50 page limit. If there are design exceptions and/or ARE(s) included in the Proposal, the Proposer shall complete Form R's and include in Volume III under a separate divider. Form R's are excluded from the page count.

The Technical Proposal submission requirements, points available, and evaluation criteria are outlined in detail in Section 4.0.

### **3.2.4. Volume IV – Project Plans, Additional Requested Elements, Alternative Configuration Concepts, Alternative Technical Concepts, and Schedule**

The Proposer shall submit via CDOT DMS, Volume IV – Project Plans, ARE(s), ACC(s), ATC(s) and Schedule. The information included in Volume IV is considered supporting documentation for Volume III Technical Proposal and will be utilized in the evaluation and scoring of Volume III. There is no page limit for Volume IV and is excluded from the Volume III, 50 page limit. See Section 3.3 and Section 5 for additional details.

#### **3.2.4.1 Basic Configuration Project Plans**

Project plans for the Basic Configuration shall be prepared and submitted in accordance with Section 5.

#### **3.2.4.2 Additional Requested Elements**

ARE(s) that the Proposer includes in its submission shall include Project plans that are included in Proposal Volume IV. AREs or portions of AREs that are incorporated into the Project shall redefine the Project Basic Configuration included in Book 2, Section 1, and will become the Proposer's Basic Configuration. These plans shall be prepared and submitted in accordance with Section 5, Volume IV.

#### **3.2.4.3 Approved Alternative Configuration Concepts**

ACC(s), if incorporated into the Proposal, shall be included with Proposal Volume IV. The Proposer shall provide CDOT's ACC Approval letters for each Approved ACC in the Proposal, as well as the complete submittal information that was the basis for CDOT's responses to the ACCs. ACC(s) that are incorporated into the Project shall redefine the Project Basic Configuration included in Book 2, Section 1, and will become the Proposers Basic Configuration. If the ACC(s) requires Project plans they shall be included in Proposal Volume IV. These plans shall be prepared and submitted in accordance with Section 5, Volume IV.

#### **3.2.4.4 Approved Alternative Technical Concepts**

ATC(s), if incorporated into the Proposal, shall be included with Proposal Volume IV. The Proposer shall provide CDOT's ATC Approval letters for each Approved ATC in the Proposal, as well as the complete submittal information that was the basis for CDOT responses to the ATCs. ATC(s) that are incorporated into the Project shall redefine the Technical Criteria included in Book 2, Sections 2-20, and will become the Proposers Basic Configuration. If the ATC requires Project plans they shall be included in Proposal Volume IV. These plans shall be prepared and submitted in accordance with Section 5, Volume IV.

### **3.2.4.5 At-Risk Alternative Configuration Concept/Alternative Technical Concepts**

Any ACC(s)/ATC(s) submitted without an Approval letter as part of the Proposal will be submitted at the Proposer's risk and shall be included with Proposal Volume IV. Acceptance of the Proposal will not guarantee Approval of the ACC/ATC. The Proposer shall assume all risks associated with the submission.

### **3.2.4.6 Schedule**

The Proposer shall include a proposed Project schedule for evaluation and shall be included with Proposal Volume IV. This schedule shall be developed in accordance with the requirements set forth in this ITP and Book 2, Section 2. The schedule shall be prepared and submitted in accordance with Section 5, Volume IV.

### **3.2.4.7 Draft Civil Rights Plan**

The Proposer shall include a proposed draft Civil Rights Plan for evaluation and shall be included with Proposal Volume IV. This draft Civil Rights Plan shall be developed in accordance with the requirements set forth in this ITP and Book 2, Section 2. The draft Civil Rights Plan shall be prepared and submitted in accordance with Section 5, Volume IV.

## **3.2.5. Volume V – Price Proposal**

The Proposer shall submit via CDOT DMS, Volume V – Price Proposal, the Price Proposal shall be marked as confidential-proprietary information.

### **3.2.5.1 Price Information**

The Proposer shall indicate a breakdown of the pricing as indicated on Form J. The Proposer is advised the work on Form J encompasses all of the Work, including all AREs included in the Proposal, although the WBS descriptions may not specifically identify each element of the Work.

The Proposer shall include a breakout on Form J of the elements included.

The Proposer may revise Form J to:

1. Add WBS Activities.
2. Specifically identify each ARE or portions of AREs included in the Proposal.
3. Include Approved ACCs/ATCs and ACCs/ATCs with Conditions included in the Proposal.

The Proposer shall provide a comment on Form J or attach an explanation describing the reasons for each revision. Except as provided in this paragraph, the Proposer shall not revise Form J.

## **3.2.6. Volume VI – Upset Amount Determination**

The Proposer shall indicate on Form T whether or not the Proposer's Price shown on Form J is less than or equal to the Upset Amount defined in Section 1.6. If the Proposer's Price is over the Upset Amount, it will be declared non-responsive.

## **3.2.7. Volume VII – Options Proposal**

- Submittal of Volume VII is optional, the Proposer may include Form K to include AREs as an option in the event the AREs cannot be included under the Upset Amount.

### **3.3 Proposal Format**

The Proposer shall adhere to the format and page count by presenting information as clearly and concisely as possible. Documentation that is difficult to read may be deemed non-responsive. Justification shall be provided for any significant deviation from these guidelines.

The format is provided to promote uniformity in the responses to the RFP and to facilitate the evaluation process.

1. Text:

Text shall be in English in a standard font, a minimum of 11-point type in height, single-spaced. A minimum font of 8-point type in height shall only be used for tables, figures, drawings, and graphics.

2. Pages and Page Numbering:

For purposes of this Proposal, “page” shall mean one side of an 8.5 x 11 page, or one side of an 11 x 17 page. Volume I and Volume III have specific requirements for the page size and page limits as set forth in Sections 3.2.1 and 3.2.3. Volume IV has specific page size requirements for plan drawings and schedule plots as noted below.

Plan drawings included in Volume IV, shall be on 11 x 17 pages and included in Volume IV with a separate tab.

Schedule plots included in Volume IV, shall be on 11 x 17 pages and included in Volume IV with a separate tab.

Pages must be numbered in each volume consecutively; (i.e., Volume I-1, Volume I-2, Volume II-1, Volume II-2, etc.). Page numbers shall be centered at the bottom of each page.

3. Proprietary Information, Trade Secrets or Confidential Information:

Pages containing materials with proprietary, trade secrets, or confidential information should be clearly marked as confidential – proprietary information. In addition, the covers of any volumes containing any proprietary, trade secrets, or confidential information shall be marked accordingly.

4. Reproduction and Printing:

The information presented in the electronic Proposal submission shall be easily printed by common printers.

### **3.4 Proposal Submission**

The Proposal, as defined, must be received by CDOT by the Proposal Due Date and time provided in Table 1-1. The entire Proposal shall be delivered electronically via CDOT DMS. The Proposer shall provide 1 complete searchable, bookmarked .PDF of each Volume I thru VII. Each Volume I through VII shall be a separate PDF file (Volume VII is optional). The page numbering shall conform to the requirements above.

It is the Proposer’s sole responsibility to see that its Proposal is received as required. Proposals received after the Proposal Due Date and time will be rejected without consideration or evaluation.

Each Proposal shall:

1. Identity of the Proposer

2. **Include the following Region 2 Bridge Bundle Design-Build FBR R200-266; Sub Account 23558.** The Proposer may choose to identify information that is considered Confidential and

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Proprietary. If so, it shall be identified with the following words "**CONFIDENTIAL – PROPRIETARY INFORMATION**". The Proposers are encouraged to review CDOT Policy Directive 508.2, CDOT's Open Records Act Procedure for Engineering Contracts for additional information.

3. **Proposal submissions shall be addressed as follows:**

Scott Dalton, CDOT Project Director  
Colorado Department of Transportation – Region 2  
5615 Wills Blvd  
Pueblo, Colorado 81008

## 4.0 VOLUME III – TECHNICAL PROPOSAL REQUIREMENTS, POINTS AVAILABLE, AND EVALUATION CRITERIA

This Section 4 contains specific requirements for each part of Volume III - Technical Proposal, including maximum points available, contents, and evaluation criteria. Only Volume III will be evaluated with the use of supporting documents included in Volume IV. The four sections of the Technical Proposal correspond to the four Project goals presented in Section 1.7.

### 4.1 Volume III, Section 1: Maximize Project Scope and Improvements within the Project Budget and Schedule

The Proposer’s technical approach to maximize Project scope will be evaluated and scored on the following areas:

1. Provide solutions to complete the Project’s Basic Configuration and AREs.
2. Maximize the integration of the Project Goals and Values.

CDOT’s goal is to construct as many of the structures as possible within the financial constraints of the Project and the statutory requirements of the Grant.

#### 4.1.1. Provide Solutions to Complete the Project’s Basic Configuration and AREs

##### 4.1.1.1 Submittal Requirements

The Proposer is encouraged to provide as much additional construction, defined by the AREs as possible.

The Proposer must provide narratives that describe the Proposer’s solutions to complete the Project’s Basic Configuration and AREs.

The narrative should include the following conceptual key design elements for the Basic Configuration and each ARE in the Proposal at a minimum:

1. Roadway design controls including horizontal and vertical geometry, typical sections, cross section elements, cut/fill slopes.
2. Drainage design controls including methods, regulations, requirements, and permits.
3. Bridges, box culverts, arch structures, and other structures types and sizes.
4. Discuss any benefits to CDOT resulting from any Approved (with or without Conditions) ACCs/ATCs included in the Basic Configuration.

##### 4.1.1.2 Maximum Points Available

1. Provide Solutions to Complete the Project’s Basic Configuration and AREs	Points
Understanding of key conceptual design elements for Basic Configuration	18
Inclusion and understanding of ARE #1 US 24 Structure I-17-X	2
Inclusion and understanding of ARE #2 CO 239 Structure P-19-G Minor	2
<b>Section 1: Maximum Subtotal Points</b>	<b>22</b>

#### **4.1.1.3 Evaluation Criteria**

1. The Basic Configuration will be evaluated to determine the Proposer's understanding of key conceptual design elements. CDOT will evaluate the proposal based on understanding of:
  - i. Roadway design controls that maximize the efficiency of the Basic Configuration Work within the project budget and schedule while meeting or exceeding the Technical Criteria.
  - ii. Drainage design controls that maximize the efficiency of the Basic Configuration Work within the project budget and schedule while meeting or exceeding the Technical Criteria.
  - iii. Bridges, box culverts, arch structures, other structures types and sizes that maximize the efficiency of the Basic Configuration Work within the project budget and schedule while meeting or exceeding the Technical Criteria.
  - iv. Benefits to CDOT for any ACCs/ATCs included with the Proposal for the Basic Configuration.
2. The AREs will be evaluated to determine the Proposer's understanding of key conceptual design elements. CDOT will evaluate the proposal based on inclusion of AREs and the understanding of:
  - i. Roadway design controls that maximize the efficiency of the ARE Work within the project budget and schedule while meeting or exceeding the Technical Criteria.
  - ii. Drainage design controls that maximize the efficiency of the ARE Work within the project budget and schedule while meeting or exceeding the Technical Criteria.
  - iii. Bridges, box culverts, arch structures, other structures types and sizes that maximize the efficiency of the ARE within the project budget and schedule while meeting or exceeding the Technical Criteria.
  - iv. Benefits to CDOT for any ACCs/ATCs included with the Proposal for the AREs

#### **4.1.2. Maximize the Integration of the Project Goals and Values**

##### **4.1.2.1 Submittal Requirements**

CDOT values safety, quality, integrity, communication, and teamwork.

The Proposer must provide a narrative that describes the Proposer's solutions to complete the Project's scope that includes the following at a minimum:

1. Project management approach including detailed organization chart with Key Personnel, co-location plans, and ability to provide appropriately qualified personnel at all levels of the Project.
2. Indicate Key Personnel on Form I and include the CDOT Approval letter as required in Section 3.2.2.2 (Form I and the CDOT Approval letter does not count toward the 50-page limit).
3. Safety culture integration.
4. Quality standards and integrity and accountability assurances during design and construction.
5. Communication and teamwork expectations and abilities.
6. Approach and commitments for the Proposer's management philosophy and Project First approach to resolving disagreements at their lowest level of authority, managing conflicts, and avoiding disputes with CDOT as it relates to the Project.



The narrative should also discuss any value-added elements that enhance the Project values and goals.

**4.1.2.2 Maximum Points Available**

<b>Maximize the Integration of the Project Goals and Values</b>	<b>Points</b>
Approach to integration of Project goals and values	18
<b>Section 1: Maximum Subtotal Points</b>	<b>18</b>

**4.1.2.3 Evaluation Criteria**

The section will be evaluated based upon the Proposer’s approach to integration of Project goals and values into the design and construction of the Project. CDOT will evaluate this section on the approach and benefits, including:

1. Project management approach related to working on multiple corridors and on multiple structures with specific requirements and individual constraints.
  - i. How on-site schedule/co-location of key personnel facilitates successful completion of the project.
  - ii. Ability of Proposer’s organization to provide appropriately qualified personnel at all functional levels of authority and responsibility to execute the management of the design and construction of the Project.
2. Effectiveness of the safety approach with defined goals, employee empowerment and accountability, and patterns of behavior that show commitment to health and safety management.
3. Effectiveness of the quality approach during design and construction
  - i. Strategies for plan development and checking to ensure consistency, accuracy, completeness, engineering standard compliance, contract compliance, and constructability.
  - ii. Strategies for construction quality management including commitments to integration with the Owner controlled quality assurance, staffing, continuous quality improvement culture, and establishment, implementation, and maintenance of a quality management system.
4. Communication and teamwork approach and protocols between internal Contractor team, between Contractor team and CDOT team, and between Contractor, CDOT, and Stakeholders.
5. Established protocols for Project First and conflict resolution for the Project
6. Any value-added items that improve safety, quality, integrity, communications, or enhance the Project goals.

**4.2 Volume III, Section 2: Minimize Project Delivery Time**

The Proposer’s technical approach to minimize Project delivery time will be evaluated and scored on the following areas:

1. Ensure that obligation and completion dates meet or beat the statutory requirements.
2. Balance the cost and time, while delivering the Project within budget.

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CDOT's Federal Highway Administration (FHWA) Competitive Highway Bridge Program (CHBP) Grant that is partially funding this Project has statutory requirements of obligation by September 2021 and completion by September 2026.

#### **4.2.1. Submittal Requirements**

The Proposer must provide narratives that describe the Proposer's solutions to minimize Project delivery time.

The Proposer must provide a narrative that describes the Proposer's solutions to complete the Project's scope that includes the following at a minimum:

1. Approach and commitments to meeting or beating the statutory requirements .
2. Approach and commitments to balancing cost and time while delivering the Project at or below budget, not only for the Proposer, but also for CDOT Project management.
3. The ability of the Proposer's organization to provide appropriately qualified personnel at all functional levels of authority and responsibility to execute the management of the design and construction for the Project. Thus minimizing delivery time.
4. Approach and commitments, if any, on the use of Accelerated Bridge Construction to deliver the Project.

#### **4.2.2 Maximum Points Available**

<b>Minimize Project Delivery Time</b>	<b>Points</b>
Ability to meet or beat statutory requirements	5
Approach and commitments to balancing cost and time	20
<b>Section 2: Maximum Total Points</b>	<b>25</b>

#### **4.2.3 Evaluation Criteria**

The section will be evaluated based upon the Proposer's ability to meet or exceed the Project goal of minimizing Project delivery time. CDOT will evaluate this section on the approach and benefits, including:

- 1 The scheduled completion date meets or beats the September 2026 statutory completion date.
- 2 Minimizing Project delivery time while keeping cost at or below the budget for both the Proposer and CDOT project management.
- 3 Any ACCs/ATCs included for design and construction of the Project that minimizes the time required to deliver the project.

#### **4.3 Volume III, Section 3: Minimize Inconvenience to the Traveling Public During Construction**

The Proposer's technical approach to minimize inconvenience to the traveling public during construction will be evaluated and scored on the following areas:

1. No full-closures of highways.

2. Develop an approach to managing traffic that minimizes travel times

Commitments in the FHWA CHBP Grant application included no full highway closures to construct the project. The rural nature of the structure locations does not lend itself well to highway closures with off-site detours.

**4.3.1 Submittal Requirements:**

Provide narratives that describe approaches and commitments to no full-closures of highways and for minimizing inconveniences to the traveling public during construction.

The narratives must include the following:

1. Approach and commitments to traffic management while honoring the grant application commitment of no full-closures of highways.
2. Approach and commitments to managing traffic that minimizes travel times during construction
3. Approach and commitments on how communication protocols for traffic management solutions will be integrated, communicated, and coordinated between the Contractor, Contractor's Engineers, CDOT, and the traveling public will be incorporated into the Project.
4. The ability of the Proposer's organization to provide appropriately qualified personnel at all functional levels of authority and responsibility to execute the management of the design and construction for the Project. Thus minimizing inconveniences to the traveling public.
5. Discuss any benefits to CDOT resulting from any Approved (with or without Conditions) ACCs and/or ATCs related to traffic management.

**4.3.2 Maximum Points Available:**

<b>Minimize Inconvenience to the Traveling Public During Construction</b>	<b>Points</b>
Approach to grant commitment to no full-closures of highways	5
Approach to managing traffic that minimizes travel times	20
<b>Section 3: Maximum Total Points</b>	<b>20</b>

**4.3.3 Evaluation Criteria Minimize Inconvenience to the Traveling Public During Construction**

The section will be evaluated to determine the Proposer's ability to meet or exceed the Project goal of minimizing the inconvenience to the traveling public during construction. CDOT will evaluate the section on the approach and benefits, including:

1. Full-closures of highways during construction.
2. The effectiveness of traffic management and the impacts to travel times.
3. The effectiveness of Project communication and management processes as they relate to the traveling public.
4. Any ACCs/ATCs included for design and construction of the project that minimizes inconveniences to the traveling public during construction.

5. Project organization to provide appropriately qualified personnel at functional levels of authority and responsibility to execute the management of construction and traffic management for the Project.

#### **4.4 Volume III, Section 4: Maximize New Structure Service Life**

The Proposer’s technical approach to maximize new structure service life will be evaluated and scored on the following area:

1. Provide design and construction strategies that will be used to extend the service life of the replaced structures.

An opportunity to achieve the most long-term benefit from available funding is to design and construct bridges that can provide significantly longer terms of service. Colorado Bridge Enterprise Strategies for Enhancing Bridge Service Life document identifies strategies that enhance the features of the AASTHO guidelines for the purpose of limiting corrosion of bridge components so that structures will last beyond the standard 75 years, but not less than 100 years.

##### **4.4.1 Submittal Requirements**

Provide a narrative that describes the Proposer’s approach and commitments to design and construction of the structures that maximizes the new structure’s service life. The narrative should at a minimum, discuss the following key elements:

1. Approach and commitments for the design of bridges and structures
2. Approach and commitments for the construction of bridges and structures, include strategies for enhancing structure service life within the Project budget.
3. Approach and commitments for providing workmanship and materials that provide long term quality of the structure components. Addressing the long-term lifecycle and maintenance of the structures.
4. Approach and commitments for providing construction oversight and proper quality control that will ensure newly constructed structures achieve maximum service life.

##### **4.4.2 Maximum Points Available**

<b>Maximize New Structure Service Life</b>	<b>Points</b>
Design and construction strategies that will be used to extend the service life of new structures	10
<b>Section 4: Maximum Total Points</b>	<b>10</b>

##### **4.4.3 Evaluation Criteria**

The section will be evaluated to determine the Proposer’s ability to meet or exceed the Project goal of maximizing the service life of the new structures. CDOT will evaluate the section on the approach and benefits, including:

1. Strategies for enhancing structure service life.
2. The effectiveness of providing quality workmanship and materials.
3. The effectiveness of construction oversight and quality control.

4. Any ACCs/ATCs included for design and construction of the project that maximizes new structure service life.

#### 4.5 Scoring Volume III Sections 1, 2, 3, and 4

The following “Adjectival Ratings” and “Percent of Maximum Score,” will be used for scoring Sections 1, 2, 3, and 4 of Volume III (with supporting documents included in Volume IV of Technical Proposal), Section 3:

**Table 4-1 Scoring of Technical Proposal**

Adjectival Rating	Description	Percent of Max. Points Available
Excellent (E)	Proposal supports an <b>extremely strong expectation of successful Project performance</b> if ultimately selected as the Contractor. Proposal indicates significant strengths and/or a number of minor strengths and no weaknesses. Proposer provides a consistently outstanding level of quality.	100 - 90%
Very Good (VG)	Proposal indicates significant strengths and/or a number of minor strengths and no significant weaknesses. Minor weaknesses are offset by strengths. There exists a <b>small possibility</b> that, if ultimately selected as the Contractor, the minor weaknesses could <b>slightly affect</b> successful Project performance adversely.	89 - 75%
Good (G)	Proposal indicates significant strengths and/or a number of minor strengths. Minor and significant weaknesses exist that could detract from strengths. While the weaknesses could be improved, minimized, or corrected, it is <b>possible</b> that if ultimately selected as the Contractor, the weaknesses <b>could adversely affect</b> successful Project performance.	74 - 51%
Fair (F)	Proposal indicates weaknesses, significant and minor, which are not offset by significant strengths. No significant strengths and few minor strengths exist. It is <b>probable</b> that if ultimately selected as the Contractor, the weaknesses <b>would adversely affect</b> successful Project performance.	50 - 25%
Poor (P)	Proposal indicates existence of significant weaknesses and/or minor weaknesses and no strengths. Proposal indicates a <b>strong expectation</b> that successful performance <b>could not be achieved</b> if Proposer were selected as the Contractor.	24 - 0%

All other Volumes will have a responsiveness review in accordance with Section 6 and as shown in Table 4-1.

## **5.0 VOLUME IV: SUPPORTING DOCUMENTS FOR VOLUME III, PROJECT PLANS, AREs, ACCs, ATCs, PROJECT SCHEDULE, AND CIVIL RIGHTS PLAN**

### **5.1 Project Plans with included AREs, ACCs and ATCs:**

Project plans shall show all major Work elements needed to complete the Basic Configuration. The Proposer shall incorporate any AREs, ACCs, ATCs that are included in the Proposal within the Upset Amount into the Project and this shall become the Proposers Basic Configuration.

The Proposer shall provide Project plans that show all major Work elements needed to complete the Proposer's Basic Configuration, including AREs and ACCs/ATCs. Plan and Profile drawings shall be at 1 inch equals 100 feet scale showing all major Work elements for the Project. The Proposer should use color, single-sided individual sheets (not double sided), and maximum page size of 11 x 17. These drawings are exempt from the page limit and there are no suggested page limits.

Project plans shall show the following items, at a minimum:

1. All of the Project construction within defined Project limits
2. Existing topography (aerial imagery is acceptable)
3. Horizontal alignments, vertical profiles, control lines and stationing for US 24, US 350, CO 9, and CO 239 (if ARE included) and County Roads
4. Access points within project limits
5. Highlight deviations from reference drawings regarding horizontal and vertical alignments.
6. Roadway typical sections as necessary to define the Work
7. Lane configuration on US 24, US 350, CO 9, and CO 269 (if ARE included) and County Roads
8. Drainage ditches and Structures
9. Irrigation ditches and Structures
10. Major Utility Relocations
11. Structure concept drawings (general layouts) for each Bridge Structure and at a minimum, shall include:
  12. Plan and elevation
  13. Minimum vertical clearances
  14. Span length
  15. Preliminary foundation type
  16. Allowances for future wearing surface and deck replacement
  17. Aesthetic treatments

18. Typical section for Bridges that include: girder type, deck thickness, and proposed wearing surface
19. Provide Structure concept drawings for each retaining wall Structure and at a minimum, shall include:
20. Plan and elevation
21. Wall type
22. Typical section
23. Aesthetic treatments

The Proposer may include any desired elements of the Reference Documents in its Project plans, but is cautioned that it is not entitled to rely on any elements of the Reference Documents except those that are incorporated in the Contract Documents by reference in the Contract Documents.

The Proposers Project plans that incorporate any included AREs ACCs/ATCs into Proposes Basic Configuration will be used to ensure the Proposer's commitment to satisfying the requirements of the Project Basic Configuration and Project AREs. These Project plans will be used to support and evaluate the Proposer's Technical Approach described in Volume III.

## **5.2 ACCs/ATCs**

The Proposer shall provide CDOT's ACC or ATC Approval letters for pre-Approved ACCs/ATCs or ACC/ATCs with Conditions. A Proposer may include an ACC or ATC that has not been pre-Approved, but could provide benefit and value to the Project, however the Proposer will do so at risk, and inclusion of that ACC/ATC and selection of their Proposal does not guarantee approval of that ACC/ATC.

## **5.3 Project Schedule**

Provide Project schedule on 11 x 17 page size to support the Proposer's schedule commitments and Project Management Plan described in Volume III.

## **5.4 Draft Civil Rights Plan**

Provide a Draft Civil Rights Plan as required by Book 2, Section 2.

## 6 EVALUATION OF PROPOSALS

### 6.1 Proposal Evaluation and Scoring

A summary of the Proposal evaluation and scoring is provided in Table 6-1.

**Table 6-1 Proposal Evaluation and Scoring**

<b>Volume</b>	<b>Evaluation Factor</b>
<b>Volume I:</b> Executive Summary	Responsiveness Review
<b>Volume II:</b> Proposer Information, Forms and Certifications	Responsiveness Review
<b>Volume III:</b> Technical Proposal	Maximum 100 Total points
<b>Section 1: Maximize Project Scope and Improvements within the Project Budget and Schedule</b>	<b>Maximum Total 40 points</b>
Understanding of key conceptual design elements for Basic Configuration	Maximum Subtotal 18 points
Inclusion and understanding of ARE #1	Maximum Subtotal 2 points
Inclusion and understanding of ARE #2	Maximum Subtotal 2 points
Approach to integration of Project goals and values	Maximum Subtotal 18 points
<b>Section 2: Minimize Project Delivery Time</b>	<b>Maximum Total 25 points</b>
Ability to meet or beat statutory requirements	Maximum Subtotal 5 points
Approach and commitments to balancing cost and time	Maximum Subtotal 20 points
<b>Section 3: Minimize Public Inconvenience During Construction</b>	<b>Maximum Total 25 points</b>
No full-closures of highways	Maximum Subtotal 5 points
Minimize travel times	Maximum Subtotal 20 points
<b>Section 4: Maximize New Structure Service Life</b>	<b>Maximum Total 10 points</b>
Design and construction strategies used to extend the service life of new structures	Maximum Subtotal 10 points
<b>Volume IV:</b> Project Plans, AREs, ACCs/ATCs, Project Schedule, and Civil Rights Plan	Supporting Documents for Volume III Evaluations No Points awarded for Volume IV
<b>Volume V:</b> Price Proposal (Form J)	Responsiveness Review
<b>Volume VI:</b> Upset Amount Determination (Form T)	Responsiveness Review
<b>Volume VII:</b> Options Proposal (Form K)	Responsive Review of Optional Submittal see Section 6-2

*The maximum number of points allocated to Volume III – Technical Proposal Sections 1, 2, 3, 4, and 5 with supporting documents in Volume IV. Actual points awarded shall be determined by the evaluation criteria identified in Volume III, Evaluation Sections 1, 2, 3, 4, and 5. The Proposer may, but is not required to provide a total pricing for each Option listed on Form K, for any AREs not included in the Proposal.*

### 6.2 Responsiveness Evaluation and Review

Volume I, Executive Summary, Volume II, Proposer Information, Forms and Certifications, Volume V, Price Proposal, Volume VI, and Upset Amount Determination the Proposal, will be evaluated for responsiveness. A “responsive” rating will be assigned to each of these Volumes of the Proposal, provided they conform to the requirements of this ITP. Failure to achieve responsiveness will result in the Proposal being declared non-responsive. A Proposal must receive a “responsive” for the Proposal to be



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further evaluated. The Proposer may provide, but is not required to provide, total pricing for each Option listed on Form K for any AREs not included in the Proposal. Form K if not included will not deem the Proposal as non-responsive, if provided, this Option Pricing on Form K will also be reviewed for responsiveness.

Failure to submit information in the manner, format, and detail specified in this ITP will result in the Proposal receiving a responsiveness failure determination, and the Proposal will be declared non-responsive.

The Proposals will be reviewed for:

1. The Proposal's conformance to the organization and format set forth in this ITP.
2. The responsiveness of the Proposer to the requirements set forth in the RFP.
3. Minor informalities, irregularities, and apparent clerical mistakes that are unrelated to the technical content of the Proposals.

CDOT will have the right to submit written questions to the Proposer regarding the Proposal for the following purposes:

1. Resolving any minor uncertainties or to obtain clarifications concerning the Proposal.
2. Resolving any suspected mistakes by calling them to the attention of the Proposer.
3. Providing the Proposer a reasonable opportunity to submit revisions resulting from the questions related to minor informalities and apparent clerical misstates that are unrelated to the technical content of its Proposal.

Those Proposals deemed not responsive to the RFP at CDOT's sole discretion may be excluded from further consideration, and the Proposer will be so advised. CDOT reserves the right to exclude from consideration any Proposer whose RFP contains a misrepresentation.

## **6.2.2 Proposer's Price**

As part of the responsiveness evaluation and review, CDOT will determine whether the Proposer has indicated on Form J that its Technical Proposal and any AREs/ACCs/ATCs submitted in accordance with this ITP and other Contract Document requirements are included in the Proposer's Contract Price and if it is within the Project Upset Amount, the Proposer's Price shall be at or below the Project Upset Amount to be considered responsive.

## **6.3 Additional Information**

CDOT may at any time request additional information from the Proposer or may request the Proposer to verify or certify certain aspects of its Proposal.

## **6.4 Oral Presentations**

CDOT reserves the right to invite the Proposer to make oral presentations in accordance with guidelines established by CDOT.

## **6.5 Best Value Determination**

Award of the Project shall be based on a best value determination. In order for the Proposal to go through the best value determination the Proposal must first be declared responsive. The responsive Proposal that achieves the highest score on the Technical Proposal adjusted by the Proposer's Price will represent

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the best value to CDOT. The Proposer with the highest score will then be determined to have the Best Value Proposal and will be selected by CDOT.

The Total Best Value Proposal shall be determined by the following formula:

$$\text{Total Score} = \text{TS} * (\text{UA}/\text{PP})$$

Where: TS=Technical score as determined by the evaluations of Volume III, Sections 1, 2, 3, 4 and 5 (Volume IV will be used to as supporting documents to evaluate Volume III)

UA=Upset Amount

PP=Proposer's Price

To ensure transparency and build continued trust with the industry, CDOT will disclose each Proposer's Technical Proposal Score and Proposer Price. This approach of revealing the Apparent Selected Proposer is in complete compliance with Federal Regulation, State Statute for Bid Opening and Design-Build Processes. In addition, all Technical Evaluations shall be completed blind and without influence of the price component of the Proposals.

## **7 PROCUREMENT REQUIREMENTS**

### **7.1 Receipt of Request for Proposals Documents and Other Notices**

The Proposer shall notify CDOT in writing via the CDOT DMS of any changes in the contact information for any notices or Addenda to be sent to the Proposer by CDOT. Failure to notify CDOT may result in the Proposer failing to receive Addenda or other important communications from CDOT, for which CDOT shall not be responsible.

Upon the Proposer's receipt of the RFP or any Addenda issued, the Proposer shall acknowledge receipt to CDOT by responding within the CDOT DMS.

### **7.2 Examination and Interpretation of RFP Documents**

The Proposer shall be solely responsible for examining, with appropriate care, the RFP Documents, including any Addenda issued, and for informing itself, with respect to any and all conditions that may in any way affect the amount of the Proposal, the nature of the Proposal or the performance of the Work in the event of Award. Failure of the Proposer to so examine and inform itself shall be its sole risk and CDOT will provide no relief for error or omission.

The Proposer shall be responsible for:

1. At its election, submitting comments on the Form of Contract
2. Requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision which the Proposer otherwise fails to understand.

Any such comments or requests shall be considered RFIs, and shall be submitted in writing via the CDOT DMS to Scott Dalton, CDOT Project Director.

Written RFIs must be transmitted to CDOT no later than the date shown in the Proposal schedule. If CDOT determines, in its sole discretion, that such comments or clarifications require a change to the RFP Documents, CDOT will prepare and issue an Addenda to the RFP. CDOT will not be bound by, and the Proposer shall not rely on, any oral communication regarding the RFP Documents. CDOT will respond to RFIs by posting responses via CDOT's DMS. It is the sole responsibility of the Proposer to ensure that CDOT receives any RFIs by the date indicated in the ITP, and to verify that CDOT has responded.

If the Proposer chooses to meet or have discussions with other agencies or entities beyond the release of the Final RFP during the Proposal process, the Proposer shall be responsible for verifying any information received from such meetings or discussions with CDOT.

### **7.3 Addenda**

CDOT reserves the right to revise the RFP Documents. Such revisions, if any, will be announced by Addenda to the RFP Documents ("Addenda"). CDOT will also identify questions received from Proposers (anonymously) and answers given by CDOT ("Questions and Answers"). Copies of Addenda and Questions and Answers will be furnished to all short-listed firms via CDOT's DMS.

If any Addendum includes changes that significantly impact this RFP, as determined in CDOT's sole discretion, CDOT may set a new Proposal Due Date. The announcement of such new date, if any, will be included in the Addendum.

The Proposer shall acknowledge receipt of all Addenda in its Proposal Letter (Form A). Failure to acknowledge receipt of all Addenda may cause the Proposal to be deemed non-responsive and be rejected.

## **7.4 (Reserved)**

## **7.5 Improper Conduct**

If the Proposer, or anyone representing or acting on behalf of or at the direction of the Proposer, offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to CDOT, including agents or anyone representing CDOT at any time in connection with this RFP or the Contract, CDOT shall immediately disqualify the Proposer, claim the Proposal Bond, and may sue the Proposer for damages.

## **7.6 Withdrawal of Proposal After Proposal Due Date**

The Proposer understands and agrees that if the Proposer withdraws all or any part of its Proposal within 60 Days after the Proposal Due Date without the written consent of CDOT, the Proposer shall forfeit its Proposal Bond and will be disqualified from receiving a stipend.

## **7.7 Responsive Proposal**

The Proposer shall provide responses to all information as outlined in this ITP and requested in this RFP for the Proposal. Failure to provide the requested information may result in CDOT, at its sole discretion, determining that a Proposal is non-responsive and should be rejected. A Proposal will be considered non-responsive if it seeks to qualify or change any of the terms and conditions of the Contract; to limit or modify the bonds, insurance, or warranties required; or if the Proposal Bond is not provided.

## **7.8 Stipend**

CDOT has determined that it is appropriate to Award a stipend to the unsuccessful Proposers that provide a fully responsive, but unsuccessful Proposal (including all BAFOs, if any) that is deemed acceptable by CDOT. A stipend will be allowed for non-responsive Proposals based upon Proposer's Price over the upset amount only, as indicated on Form J, provided that (1) the Proposer completes a BAFO, if applicable, and (2) is responsive in all other areas. The amount of the stipend shall be \$50,000.00 and shall be provided to such Proposer within 90 Days after Award of the Contract.

The submission of a Proposal to an RFP does not constitute the Proposer's acceptance of the stipend as full payment for all technical solutions and design concepts contained in the Proposal. The Proposer shall have the option of refusing the stipend and not transferring ownership of all technical solutions and design concepts contained in the Proposal.

The Proposer must notify CDOT within 7 calendar Days after the selection if they intend to Accept the Stipend. If the Proposer Accepts the stipend, CDOT will be entitled to use any and all concepts, ideas, ACCs/ATCs, and information contained in its Proposal without limitation or in connection with a subsequent procurement for the Project or any other project, without any obligation to pay any additional compensation, consideration, or value to the unsuccessful Proposer.

In no event shall any Proposer that is selected for Award, but fails to satisfy the Award conditions set forth in Section 8.0 Contract Execution, below, be entitled to receive a stipend.

Notwithstanding the foregoing, if the second or third-highest ranked Proposer becomes the selected Contractor as a result of the failure of the higher-ranked Proposer to comply with the Award conditions set forth in Section 8.0 Contract Execution, such Proposer(s) shall no longer be entitled to the stipend.

## **7.9 Ownership of Proposals**

All documents submitted by the Proposer in response to this RFP shall become the property of CDOT and will not be returned to the Proposer. The concepts and ideas in the information contained in the Proposal, including any proprietary, trade secret, or confidential information (exclusive of any patented concepts or trademarks) submitted by the Proposer, shall also become the property of CDOT if:

- 1) The successful Proposer receives Award and execution of the Contract; and
- 2) The unsuccessful Proposer(s) accepts payment of the stipend.

## **7.10 Colorado Open Records Act**

Except for the Escrowed Proposal Documents (EPD), as defined in Section 7-12, below, all records, documents, drawings, plans, specifications, and other materials relating to the conduct of CDOT business, including materials submitted by the Proposer, are subject to the provisions of the Colorado Open Records Act (Colorado Revised Statutes [C.R.S.] sections 24-72-201, et seq.) and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. Such laws govern CDOT's use and disclosure of records. Consult CDOT PD 508.2 for CDOT's business practice regarding when and if specific documents are available under CORA and Colorado law and to clarify when and if which documents are protected.

During the Proposal process, including any BAFOs and negotiation period, CDOT will accept materials clearly and prominently labeled "PROPRIETARY," "TRADE SECRET," or "CONFIDENTIAL" by the Proposer. Any such proprietary information, trade secrets, or confidential commercial and financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. CDOT will advise the Proposer of any request pursuant to the Colorado Open Records Act and any other applicable laws for the disclosure of any material properly labeled as proprietary, trade secret, or confidential so as to allow the Proposer the opportunity to protect such materials from disclosure. Under no circumstances, however, will CDOT be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of CDOT or its officers, employees, contractors, or consultants.

CDOT will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Colorado Open Records Act or other applicable laws, as to the interpretation of the Colorado Open Records Act, or as to the definition of trade secret. The Proposer shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials with PROPRIETARY," "TRADE SECRET," or "CONFIDENTIAL" as it determines to be appropriate. Each Proposer is advised to contact its own legal counsel concerning the Colorado Open Records Act, other applicable laws, and their application to the Proposer's own circumstances.

In the event of litigation concerning the disclosure of any material submitted by the Proposer, CDOT's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a Court, and the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk.

## **7.11 Changes in Proposer's Organization**

If there are any changes, including new or deleted Major Participants or Key Personnel in the Proposer's organization from those shown in the SOQ, the Proposer shall obtain written Approval of the change from CDOT prior to submitting its Proposal. The last date for submittal of changes to Key Personnel or Major Participants is the Last Date for Proposer Submittals of Request for Information per the proposal schedule, above. Such requests must be accompanied with the information specified in the SOQ. If a Major Participant is being deleted, the Proposer must submit information as may be required by CDOT to demonstrate that the changed Proposer team, Major Participant, or Key Personnel still meets the SOQ criteria (both responsiveness and qualitative). CDOT is under no obligation to approve any such changes and may do so in its sole discretion.

## **7.12 Escrowed Proposal Documents**

### **7.12.1 Format of Escrowed Proposal Documents (EPD)**

The EPDs shall contain information regarding the Proposer's assumptions made in developing Forms J and K (optional) in its Proposal. The Proposer shall submit EPDs in such format as it used in preparing of their Proposal.

### **7.12.2 Review of Escrowed Proposal Documents**

The Proposer will deliver EPDs, marked "Confidential," to CDOT, as identified in the proposal schedule, above. Prior to Contract execution (or Contract negotiations, if applicable), the selected Proposer's EPDs will be reviewed to determine completeness.

The Proposer shall deliver EPDs in a locked fireproof box to be held at the CDOT Region 2 Headquarters office in Pueblo, CO. The Proposer will retain the key and CDOT will retain the fireproof box

Representatives of CDOT and the Proposer shall review the EPDs prior to Contract execution (or Contract negotiations, if applicable) to determine whether they are complete. Such representatives shall also organize the EPDs, labeling each page so that it is obvious that the page is a part of the EPDs and to enable a person reviewing the page out of context to determine where it can be found within the EPDs; and the representatives shall compile an index listing each document included in the EPDs and a brief description of the document and its location in the EPDs. CDOT will have the right to retain a copy of the index. If, following the initial organization, CDOT determines that the EPDs are incomplete, CDOT may require the Proposer to supply data to make the EPDs complete. Incomplete EPDs may render the Proposal non-responsive. The EPDs will be available for joint review in conjunction with Contract negotiations, if applicable, and as described in Book 1, Section 22.

### **7.12.3 CDOT's Acknowledgment**

CDOT acknowledges that the EPDs and the information contained therein are being provided to CDOT because such is an express prerequisite to entering into the Contract. CDOT agrees to defend against any Colorado Open Records Act requests that are made to inspect or photocopy EPDs.

## **7.13 Protests**

### **7.13.1 Protests Regarding Request for Proposal Documents**

Any Proposer that is aggrieved in connection with the RFP may protest the terms of the RFP Documents prior to the time for submission of Proposals on the grounds that: 1) a material provision in the RFP Documents is ambiguous; 2) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or 3) the RFP Documents exceed, in whole or in part, the authority of CDOT.

Protests regarding the RFP Documents shall be filed only after the Proposer has informally discussed the nature and basis of the protest with the CDOT Project Director in an effort to remove the grounds for protest. Written protests regarding the RFP Documents must completely and succinctly state the grounds for protest and shall include, as a minimum, the following:

1. The name and address of the protester
2. Appropriate identification of the procurement by bid or Award number
3. A statement of the reasons for the protest
4. All available exhibits, evidence, or documents substantiating the protest

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Protests regarding the RFP Documents shall be filed by hand-delivery to the CDOT Project Director:

Scott Dalton, CDOT Project Director  
Colorado Department of Transportation – Region 2  
5615 Wills Blvd  
Pueblo, Colorado 81008

The protests shall be delivered within 7 Days after the protester knows or should have known of the facts giving rise to the basis for the protest. The protester shall post a bond payable to CDOT in accordance with 2 Colorado Code of Regulations (CCR) 601-15, § 22, Protests. The Proposer is responsible for obtaining proof of delivery.

No hearing will be held on the protest, but the CDOT Chief Engineer or his designee shall decide on the basis of the written submissions. Any additional information regarding the protest should be submitted within the time period requested to expedite resolution of the protest. If any party fails to comply expeditiously with any request for information by the CDOT Chief Engineer or his designee, the protest may be resolved without such information. The CDOT Chief Engineer or his designee will issue a written decision regarding the protest within 7 Working Days after the protest is filed. The decision shall be based on and limited to a review of the issues raised by the aggrieved Proposer(s) and shall set forth each factor taken into account in reaching the decision. The decision shall inform the protesters of their right to appeal administratively or judicially in accordance with C.R.S. §§ 24-109-201-206. The decision is subject to appeal de novo to the Executive Director of CDOT or his designee, or to the District Court for the City and County of Denver. No stay of procurement will become effective.

If necessary to correct any error, omission, or ambiguity identified by the protest, CDOT will make appropriate revisions to the RFP Documents by issuing an Addendum. The failure of a Proposer to establish a basis for a protest regarding the RFP Documents shall preclude consideration of that basis in any protest of a selection, unless such basis was not and could not have been known to the Proposer in time to protest prior to the final date for such protests.

CDOT may extend the Proposal Due Date, if necessary, to include any such protest issues.

### **7.13.2 Protests Regarding Responsiveness, Best Value Evaluation, or Award**

Protests regarding CDOT's approval of changes in a Proposer's organization or decisions regarding responsiveness, best value evaluation rankings, or Award of the Contract must be filed by hand-delivery to the CDOT Project Director:

Scott Dalton, CDOT Project Director  
Colorado Department of Transportation – Region 2  
5615 Wills Blvd  
Pueblo, Colorado 81008

The protests must be delivered within 7 Days after CDOT releases notice of its decision of a change in a Proposer's organization or decision regarding responsiveness, rankings, or Award, as applicable. The protestant shall concurrently file a Notice of Protest with the other Proposers whose addresses may be obtained from the CDOT Project Director. The Notice of Protest shall state with particularity, the grounds of the protest.

The procedures applicable to such protests are set forth in the Design-Build Regulations, 2 CCR 601-15, § 22, and in C.R.S. §§ 24-109-101 through 24-109-404. The CDOT Chief Engineer or his designee is authorized to settle and resolve any protest within 7 Working Days after the protest is filed.

### **7.14 Ex Parte Communications**

During the RFP process, commencing as of the date of this RFP and continuing until award of a Contract for the Project (or cancellation of the procurement), no employee, member, or agent of any Proposer shall have ex parte

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communications regarding the procurement process for this Project with any member of CDOT, USDOT, the FHWA, or Ineligible Firms (see Section 7.15 of this ITP), except for communications expressly permitted by this ITP or the CDOT Project Director. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of CDOT. The foregoing shall not preclude any Proposer from participating in public meetings.

## **7.15 Ineligible Firms**

CDOT has retained the consulting firm of Stanley Consultants to provide guidance in the Project's procurement process, and to provide advice on related contractual and technical matters. As such, Stanley Consultants is not eligible to participate as a member of any Proposer's team.

Requests for determination regarding this eligibility requirement may be submitted in writing to the CDOT Project Director.

## **7.16 Project Rights and Disclaimers**

Notwithstanding anything to the contrary contained in this RFP or the Contract, CDOT reserves the right, in its sole discretion, to:

1. Investigate the qualifications of any Proposer
2. Require confirmation of information furnished by a Proposer
3. Require additional evidence of qualifications to perform the Work
4. Reject any or all of the Proposals
5. Issue a new request for Proposals
6. Cancel, modify, or withdraw the entire RFP, or any part hereof
7. Issue Addenda, supplements, and modifications to this RFP
8. Solicit BAFOs from the Proposers
9. Appoint evaluation committees to review Proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluation
10. Revise and modify, at any time, the factors it will consider in evaluating responses to this RFP and to otherwise revise or expand its evaluation methodology
11. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP
12. Waive or permit corrections to data submitted with any response to this RFP
13. Waive or permit submittal of addenda and supplements to data previously provided with any responses to this RFP
14. Approve or disapprove changes in the Proposer team or Proposal (a substitution of any of the major participants will be carefully scrutinized and may result in disqualification of the Proposer)
15. Require correction of or waive deficiencies, informalities, and minor irregularities in Proposals; or seek clarifications or modifications to a Proposal



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16. Disqualify any Proposer that changes its submittal without CDOT Approval
17. Hold the Proposals and Proposal Bonds under consideration for a maximum of 120 Days after the Proposal Due Date until the final Award is made

This RFP does not commit CDOT to enter into the Contract or any other contract. CDOT assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. Except for payment of the stipend to certain Proposers as described previously, all of such costs shall be borne solely by each Proposer.

In no event shall CDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a Contract, in form and substance satisfactory to CDOT, has been executed and authorized by CDOT and, then, only to the extent set forth therein.

## **8 CONTRACT EXECUTION**

Within 30 Days after delivery by CDOT to the successful Proposer of the execution form of Contract, the successful Proposer shall deliver to CDOT the following:

1. Signed Contract (4 executed duplicate originals), together with evidence of the signatory authority of the signatories thereto. All original signatures shall be in BLUE ink.
2. Approvals of each member or partner of the Proposer of the final form of the Contract.
3. Payment Bond in the form attached hereto as Form N, issued by the surety listed in the Proposal, or an equivalent surety meeting the requirements stated in the Contract, together with evidence of the signatory authority of the signatories thereto.
4. Performance Bond in the form attached hereto as Form O, issued by the surety listed in the Proposal, or an equivalent surety meeting the requirements stated in the Contract, together with evidence of the signatory authority of the signatories thereto.
5. Documentation from the Proposer and each major participant that clearly depicts entitlement under the laws of the State of Colorado to undertake and perform the Work. Said documentation shall include copies of construction licenses and evidence that the Proposer or its designated design firm is licensed to carry out the design portion of the Work.
6. Opinion of counsel for the Contractor, which counsel will be Approved by CDOT (which may be in-house or outside counsel, provided that the enforceability opinion shall be provided by attorneys licensed in the State of Colorado), in substantially the form attached hereto as Form M.

Failure to comply with the above may result in cancellation of the Award and forfeiture of the Proposal Bond, in which case CDOT may, but is not obligated to, proceed to Award the Contract to the next highest ranked Proposer. No stipend will be paid to the selected Proposer if the Award is not consummated due to failure of the selected Proposer to provide the items specified herein.