

**FORM U**

**STIPEND PURCHASE ORDER**

PROJECT NO: C 0703-482, (24210)  
Region 1  
CMS# \_\_\_\_\_  
Stipend PO#: \_\_\_\_\_

DATE: \_\_\_\_\_  
STATE FISCAL YEAR: 20##  
TO: \_\_Stipend Firm/Team\_\_\_\_\_  
    \_\_Address\_\_\_\_\_  
    \_\_City\_\_, \_\_State\_\_ \_\_Zip\_\_  
FROM: \_\_Name\_\_\_\_ - Contracting Officer, Engineering Contracts

In accordance with Section 7.8 "Stipend" and 7.9 "Ownership of Proposals" of the Instructions to Proposers (ITP), of the Design Build Request for Qualifications and subsequent Request for Proposals for the Eisenhower/Johnson Memorial Tunnel (EJMT), Drainage, Plumbing, Heat Trace (DPHT), Design-Build Project# C 0703-482, (24210), herein collectively referred to as "the RFP," between the State of Colorado for the use and benefit of its Department of Transportation ("CDOT") and \_\_\_\_Stipend Firm/Team\_\_\_\_

Covering the period of the Effective Date through date of final payment or audit, the undersigned agree that the services/materials affected by this Purchase Order are as follows:

CDOT has determined that it is appropriate to award a stipend (the "Stipend") to the unsuccessful responsible Proposers that provided a fully responsive but unsuccessful proposal (including all proposal revisions or Best and Final Offers, if any) deemed acceptable by CDOT. The State is entitled to use any and all concepts, ideas, Alternative Conceptual Configurations, Alternative Technical Concepts, and information contained in the RFP or in recipient's proposal for the EJMT, DPHT Design-Build Project # C 0703-482, (24210), 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.

The concepts and ideas in the information contained in the above proposal, including any proprietary, trade secret, or confidential information (exclusive of any patented concepts or trademarks) submitted by the unsuccessful proposer that accepts payment of the stipend shall also become the property of CDOT.

Acceptance of this payment constitutes an irrevocable transfer of all ideas and information contained in the RFP or in Contractor's response(s) to the RFP from \_\_Stipend Firm/Team\_\_ to CDOT according to the terms set forth herein.

**Price/Cost**

The maximum amount payable by the State for the services described above is \$50,000.00 for a final Purchase Order total of \$50,000.00.

**Performance Period**

The Contractor has timely completed the performance in this Task Order.

This Purchase Order is executed pursuant to Section 7.8 and 7.9 of the ITP of above referenced RFP.

The parties agree that all work was performed according to the standards and terms set forth in the original Request for Proposal. In the event of any conflict or inconsistency between this Purchase Order and the original Request for Proposal, such conflict or inconsistency shall be resolved by reference to these documents in the following order: All Provisions contained in the original Request for Quotation, including all attachments/exhibits to the original RFP and this Purchase Order Letter.

**Effective Date and Notice of Non-Liability** This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or his designee ("Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect and accept personal responsibility for any and all damages the State may incur for any errors in such representation.

CONTRACTOR: Name: __Stipend Firm/Team____ CDOT Vendor # _____  _____ *Signature	STATE OF COLORADO Jared Polis, GOVERNOR  By: _____ For The Executive Director Colorado Department of Transportation
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER ROBERT JAROS CPA, MBA, JD	
By: _____	Date: _____